COLLECTIVE BARGAINING AGREEMENT

between

VISALIA UNIFIED SCHOOL DISTRICT

and the

VISALIA UNIFIED TEACHERS ASSOCIATION

Effective
July 1, 2026 - June 30, 2028

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ARTICLE I
CONTRACT PROVISIONS

A. Agreement

1. This Agreement constitutes a binding bilateral Agreement of the governing Board of the Visalia Unified School District (Board) and the Visalia Unified Teachers Association/CTA/NEA (Association), arrived at as a result of meeting and conferring. The terms and conditions may be altered changed, added to, deleted from, or modified only through the voluntary and mutual consent of the Parties in an expressed written amendment to the Agreement. This Agreement supersedes all previous agreements, understandings, policies, rules and prior practices directly related to matters included within this Agreement.

2. This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the California Government Code.

3. This Agreement shall remain in full force and effect from July 1, 2026, until June 30, 2028. For the 2027-2028 school year, the Parties shall reopen negotiations on Article X (Salaries), Article XII (Employee Benefits), Article VIII (Class Size), and two additional articles chosen by each party. No other articles shall be opened during the 2027-2028 school year except upon the mutual written agreement of both Parties.

B. Recognition

The Board of the Visalia Unified School District recognizes the Visalia Unified Teachers Association as the sole and exclusive representative for all certificated employees excluding management, confidential or supervisory employees as defined in the Educational Employment Relations Act, substitute teachers or employees represented by another exclusive representative.

C. Definitions

1. "Board" shall mean the Governing Board of the Visalia Unified School District.

2. "Superintendent" shall mean the chief executive officer of the Visalia Unified School District or his/her designee.

3. "District shall mean the Board and its designated management employees.

4. "Association" shall mean the Visalia Unified Teachers Associations, CTA, and NEA.

5. "Paid leave of absences" shall mean a leave of absence with pay during which the bargaining unit member shall be entitled, during the period of the leave, to wages, health, and welfare benefits, retirement credit, and credit for annual salary increments. During the period of the leave and upon returning, the bargaining unit member shall be entitled to the same rights he/she would have had if the leave had not been taken.

6. "Unpaid leave of absence" shall mean a leave of absence during which the bargaining unit member shall not be entitled to wages or annual salary increment credit. The bargaining unit member, upon return, shall be entitled to the same rights he/she would have had if the leave had not been taken. While on leave, the bargaining unit member shall be entitled to continue health and welfare benefits by making premium payments, unless otherwise provided in this Agreement.

7. "Bargaining unit member" refers to a member of the recognized unit.

8. "School Day" means the amount of time each day during which students are required to be in school, unless otherwise provided for in this Agreement.

9. A "Day" means any day during which the classroom bargaining unit member is contracted to work as specified on the District's negotiated school calendar. The time in which an act as it is provided in this agreement to be completed will be computed by excluding the first day and including the last day, unless the last day is a holiday or other day on which the employee is not contracted to work, and then it is also excluded.

10. Member of the "Immediate Family" shall mean:

    a. Spouse

    b. Grandparent, parent, aunt, uncle, sibling, child, son-in-law, daughter-in- law, parent-in-law, niece, nephew, grandchild of the bargaining unit member, or of the spouse of the bargaining unit member.

    c. Any foster-child, foster-parent (or person considered to be the child or parent) or legal guardian to or of the bargaining unit member.

    d. For the purposes of Bereavement Leave only, the definition of 'Immediate Family' shall include, in addition to 10 a., b., c., (above), any person living in domicile in the immediate household of the bargaining unit member.

11. "Daily rate of pay" means the bargaining unit member's annual salary divided by the number of days provided in this Agreement.

12. "Hourly rate of pay" means the daily rate of pay divided by seven (7) hours.

13. "Special hourly rate" is paid according to Appendix E-4.

14. "Seniority" as used in this agreement shall mean the unbroken length of employment in a certificated position in the Visalia Unified School District. Effective for all bargaining unit members first employed after July 1, 2002, "seniority" shall mean the unbroken length of employment beginning with the date upon which he/she first rendered paid service in a probationary position in Visalia Unified School District. (EC 44845).

15. "Bilingual" shall mean a classroom or class period will be designated bilingual (parental choice) if 33% or more of the instruction is presented in the primary language of the English learners (EL) students enrolled in that class/period and as required by law parents have signed a waiver requesting primary language instruction for an alternative program.

16. "Specially Designed Academic Instruction in English" (SDAIE) shall mean a classroom or class period will be designated SDAIE if 40% or more of the students are classified as English learners (EL) and the instructional strategies are modified to make the content comprehensible to these English learner (EL) students.

17. "English Language Development" (ELD) shall mean a classroom or class period will be designated ELD if the purpose of the class is to develop the English language proficiency of English learner (EL) students. At the elementary level ELD will be part of any classroom which contains 40% or more designated English learners (EL).

18. A transfer is a change of school.

19. A reassignment is a change of grade level in elementary or self-contained classes, or department within a secondary school.

20. Team teaching shall mean multiple FTE positions with conjoining students and/or facilities.

21. Job Sharing shall mean a division of one FTE position between multiple bargaining unit members.

D. Statutory Changes

Improvements in bargaining unit member benefits which are mandated by the amendment of or additions to statutory guarantees now provided in California or Federal law shall be put into effect by the District on the effective date provided by such legislation.

E. Savings

1. If any provisions of this Agreement or any application thereof to any bargaining unit member is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court action. All other provisions or applications shall continue in full force and effect.

2. Should a provision or application be deemed invalid, as described in Paragraph 1 above, the Board shall continue any benefit reduced or eliminated to the extent allowable under law.

F. Support Agreement

The Parties agree that it is to their mutual benefit to encourage the resolution of differences through the process provided by this Agreement.

G. Maintenance of Benefits

The District shall not reduce or eliminate any benefits or professional advantage within the scope of negotiations, as defined in Chapter 10.7, sections 3540-3549 of the California Government Code, which were enjoyed by bargaining unit members of the Unit as of the effective date of this Agreement except as changed through compliance with the negotiation process.

H. Completion of Meet and Negotiate

Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its right to meet and negotiate, and agrees that the other party shall not be required to negotiate with respect to any matter not covered herein, even though any such subject or matter were proposed and later withdrawn.

I. Contract Provisions - General

1. Any individual contract between the Board and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

2. The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

J. Process Commitment Clause

1. It is understood and agreed that the goal of negotiations shall be to reach an agreement which meets the interests of all concerned.

2. It is the intent of the Parties to utilize a non-adversarial approach to bargaining. This calls for an understanding of the other party's interests and motivation for exploring a wide range of options. Prior to the commencement of negotiations, the Association and the District commit to joint training of negotiation team members in methods which support strategies for good faith bargaining.

3. The District and the Association recognize the importance of providing employees with a comprehensive health insurance plan while maintaining competitive salaries. It is understood and agreed that the District's revenues are finite. The Parties agree that total compensation for unit members includes salary, health insurance, and step and column movement.

K. Collab Culture

1. The Association and District commit to building and sustaining a collaborative culture at all levels throughout the district. A collaborative culture is intended to be a partnership that includes shared decision making, with an acceptance and understanding by the Parties of their respective governance structures. It is the mutual interest, and responsibility of the District and the Association to build a learning community that supports the needs of each student and staff member through planning, critiquing, and assessment of the work of teaching and learning.

2. Joint responsibility for student and staff success means that the Association and VUSD will engage in shared decision-making to provide input in the development of measurable District goals related to curriculum and assessment in a manner consistent with Board policy, researched based professional development, and school initiatives related to teaching, learning, and the quality of instruction. The Parties agree to work together to share and promote researched based instructional practices that are working well and to identify those that need improvement.

3. It is the intention of the Parties to utilize existing staff meetings, department meetings, PLC's, school site councils and scheduled professional development days to build and sustain shared decision making as described. The District will meet quarterly with designated members of VUTA, as an LCAP stakeholder group, so that VUTA can give input on educational outcomes and allocations of resources.

ARTICLE II
BARGAINING UNIT MEMBER RIGHTS

A. Personal and Academic Freedom

1. The personal life of a bargaining unit member is not an appropriate concern of the District, except to the extent the bargaining unit member's action negatively impact their job performance.

2. A bargaining unit member shall be entitled full rights of citizenship, and no religious or political activities, or lack thereof, of any bargaining unit member shall be used for purposes of evaluation or disciplinary actions unless said activities violate local, state, or federal law and is actionable under Paragraph 1.

3. The District acknowledges bargaining unit members as professionals. Bargaining unit members have the right to be treated in a professional manner.

B. The District shall not discriminate against any bargaining unit member.

C. The District agrees to provide a description of a bargaining unit member's responsibilities at the Clemmie Gill School of Science and Conservation (SCICON) and to consult with the Association of any change in those responsibilities.

D. Master Bargaining unit member assigned to supervise student bargaining unit member(s).

1. The position of Master Bargaining unit member shall be strictly voluntary.

2. The Master Bargaining unit member, upon providing a three (3) work day notice to the school administration, shall be allowed to terminate his/her assignment within the first three (3) weeks in case of a severe personality conflict with the student bargaining unit member.

3. Compensation to the Master Bargaining unit member shall be the stipend the District receives from the participating institution.

E. A bargaining unit member shall have the option of enrolling his/her child at the school at which the bargaining unit member is assigned providing space is available. An Involuntarily transferred bargaining unit member shall have the option of enrolling his/her child at the school at which the bargaining unit member is assigned providing space is available. This option must be exercised on or before the enrollment date for that school except in cases where the parent/bargaining unit member has been transferred to the school in question after the enrollment date in which case this option shall be exercised within two weeks of transfer to that school. Once exercised, the option may not be rescinded for the school year. This provision shall be implemented consistent with Education Code 35160.5(b).

ARTICLE III
SAFETY CONDITIONS OF EMPLOYMENT

A. Safe Working Conditions

1. Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.

2. In the event of an emergency closure of District facilities, including but not limited to natural disaster, quarantine, or government order and the District qualifies for apportionment funds from the state, (EC.41422), unit members shall receive their daily rate of pay and benefits.

3. A bargaining unit member shall report in writing to his/her immediate supervisor with a copy going to the Site Safety Committee any conditions deemed by the unit member to be unsafe, hazardous, unhealthy, or potentially dangerous. Upon notification, the District shall then assume responsibility, investigate and eliminate or correct any unsafe or hazardous condition as it deems necessary.

4. A certificated management representative or designee shall be at each school site or be readily available to respond and assist the bargaining unit member with potential safety problems.

5. Upon the arrival of any Cal-OSHA official or representative, the District shall:

   a. Immediately contact the Association President if the OSHA issue is bargaining unit member related, and he/she shall be allowed to participate as an observer in any opening or closing conference between the District's representative(s) and a Cal-OSHA Compliance Inspection Engineer.

   b. The Association President shall be allowed to accompany, as an observer, the District representative(s), if any, and the Cal-OSHA Compliance Inspection Engineer as the engineer conducts her/his walk-around inspection.

   c. The District shall, within two (2) weeks of receipt, provide to the Association a copy of any correspondence between the District and Cal-OSHA related to corrective actions.

6. The District may, upon the recommendation of the unit member, exclude children of filthy or vicious habits, children suffering from contagious or infectious diseases, or any child whose physical or mental disability is such as to cause his attendance to be inimical to the safety of the bargaining unit member.

   a. When the District takes action on exclusion, the principal will notify the unit member of such action and reasons therefore.

   b. A student excluded under the provisions of Section 6 shall not return to any classroom

until such time as the District, in consultation with the unit member(s), determines that the condition which prompted the exclusion no longer exists.

B. Violence

1. Unit members shall immediately report cases of violence or threat of violence suffered by them in connection with their employment to their principal or other immediate supervisor and if appropriate to the local law enforcement agency.

   a. The unit member shall promptly report the incident through the District's workplace violence reporting system in accordance with SB 553 and the District's Workplace Violence Prevention Plan (WVPP).

   b. Such notification shall be immediately forwarded to the Superintendent, or his/her designee, who shall keep the bargaining unit member informed and acts as the liaison between the bargaining unit member and any external agencies.

   c. The District shall take appropriate action as soon as possible whenever a unit member while acting in the discharge of his/her duties, is physically attacked by another person or persons.

2. When a unit member's physical safety is threatened, he/she may use the same degree of physical control over a pupil that a parent would be legally privileged to exercise, within the limits of the Education Code and the California statutes.

   a. The unit member may use the amount of physical control reasonably necessary for personal protection.

   b. The District shall not take any adverse action against a unit member who has not exceeded the provisions of the Education Code, California statutes, or District policies.

3. When a unit member feels his/her safety is potentially endangered by a student, he/she shall so inform his/her principal or immediate supervisor. The principal or immediate supervisor shall arrange a conference as soon as possible. The conference with the unit member may include the parent and/or the appropriate specialist.

4. In the event of a lawsuit against a bargaining unit member acting within scope of employment, the District shall provide protection from liability and shall provide legal defense to the bargaining unit member pursuant to Division 3.6 (commencing with section 810) of Title I of Government Code, including Government Code 825.

5. The District shall notify unit members in accordance with Education Code Section 49079 of a record of conduct from the previous 3 school years demonstrating that a student has caused, or attempted to cause serious bodily injury. Any information received by the bargaining unit member pursuant to Education Code 49079 shall be confidential and shall not be further disseminated by the bargaining unit member in accordance with Education Code 49079.

C. Pupil Transportation

1. No bargaining unit members shall be required to transport pupils in private vehicles.

2. Should the District require that a unit member transport a pupil or pupils in a vehicle owned by the District, the District shall provide full primary liability coverage for any liability which may occur during such assignment. Unit members shall be provided with documentation of primary liability coverage which shall be carried in the vehicle during such assignment.

D. Damages/Reimbursements/Liability Coverage

1. As a result of a willful act of others and no negligence by the bargaining unit member, the District shall reimburse a bargaining unit member, up to $500 or the insurance deductible amount, whichever is less, for each incident, for any loss, damage or destruction of personal property of the bargaining unit member while on duty in the school, on the school premises, or on a school approved activity.

   a. For the intent of this section, "personal property" is defined as eyeglasses, hearing aids, dentures, watches or articles of clothing including items that hold personal property. Other items may be considered if related to instruction and approved by the principal commencing July 1, 2005.

   b. Vehicle damage shall be covered up to $500 or the insurance deductible amount, whichever is less, if the following conditions are met:

      1. The bargaining unit member was authorized to use his/her vehicle in a school approved activity or the damage occurred on District property and either there was negligence by the District or a police report has been issued.

   c. In the event a bargaining unit member is reimbursed pursuant to this section, the District shall have the right of recovery, to the extent of such payment, from the party committing the theft or damage to property.

   d. A bargaining unit member filing a claim pursuant to this section shall file said claim on the District prepared claim form no later than three (3) working days following the damage or loss of the property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and/or serial numbers of damaged or stolen property.

e. A police report of the incident may be required prior to consideration by the District.

2. The District shall provide coverage for a bargaining unit member's cost of medical, surgical and hospital services incurred as the result of any injury sustained in the course of his/her employment under the provisions of its Workers' Compensation Program.

3. The District shall provide liability insurance against personal liability for damage, death of a person, injury to a person, or damage or loss of property while the bargaining unit member is acting within the scope of employment.

4. The District shall take such measures as it deems necessary when weather conditions affect the safety of bargaining unit members. Such measures may include, but may not be limited to, early dismissal or late openings.

E. Safety Committees

1. The Association shall appoint up to four (4) representatives to the District Safety Committee.

2. With unit member participation, each worksite shall have a Site Safety Committee, composed as directed by Education Code 32281 and AR 0450, which shall develop and annual review its site safety, health, and emergency preparedness plan for distribution to bargaining unit members at the site. Unit members participating on the Site Safety Committee will be selected by unit members at the site.

3. The District and the VUTA Safety Committee will develop procedures to address and respond to bargaining unit member safety concerns. An annual review by the VUTA Safety Committee and the District Safety Committee to determine whether to modify the procedures shall occur by June 1st. It is understood by the Parties that the intent of this section is to establish procedures that will be piloted as defined above; therefore, the details and step-by-step process of the Pilot procedures will not be grievable under Article XIII of this Agreement.

ARTICLE IV
ASSOCIATION RIGHTS

A. Access

1. The Association shall be granted time to make a presentation at each regular Board meeting in accordance with Board procedures.

   a. The School Board agenda shall be posted in accordance with the Brown Act and emailed to all VUSD employees.

   b. The District shall provide the Association with a copy of agenda documents which the public would have access to or inspection rights of under the provision of the California Public Records Act. Such documents shall be made available at the same time as they are made available to the Board.

   c. In accordance with the Brown Act, the District shall post minutes of each regular and special Board meeting.

2. The Association may request use of District facilities and, subject to Civic Center Act regulations, shall be granted such use.

3. The Association shall provide the District with a list of authorized representatives of the Association. Change in representatives shall be provided the District as soon as possible.

4. An off-campus representative of the Association desiring to contact bargaining unit members at their work location shall notify the principal or his/her designee and may contact bargaining unit members before or after the work day and during the duty-free lunch period.

5. A building representative of the Association shall be permitted to transact official Association business at his/her school so long as it does not interfere with the instructional minutes.

6. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one of which shall be provided in each school building in areas frequented by bargaining unit members. The Association shall be allowed to use the District mail/e-mail service and bargaining unit member mailboxes for communication to bargaining unit members. A copy of all items intended for general distribution by transmittal through the school mail/email shall be sent to the Superintendent prior to the time they are mailed and to the site administrator when they are placed in the mailboxes (paper or electronic). All notices distributed through the school mail shall be identified by an authorized representative as being approved for distribution by the Association. Users must sign an Internet Use-Employee User Agreement in order to have access to the Internet. This access may not be used for any purpose which conflicts with the goals or policies of the School District or for illegal

or unethical purposes. Users have no expectation of privacy (BP/AR 4040).

7. The Association shall have the right to make use of equipment, building, and facilities at reasonable hours. Civic Center Act regulations shall govern use of such equipment available.

8. The Association representatives will be provided, with up to ten (10) minutes of time at all faculty meetings to report on matters, which are of concern to bargaining unit members.

B. Payroll Deductions

1. The Association agrees to defend and indemnify the District for any unit member's allegations, claims, actions, suits, settlements, or judgments which arise out of payroll deductions made by District in reliance on information and notification provided to the District by the Association. In defending and indemnifying the District, the Association shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decisions, and to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

2. Upon appropriate written authorization from a bargaining unit member, the District will deduct from his/her salary and make appropriate remittance for such programs as credit union, approved annuities, insurance, etc.

C. Negotiations Procedures

1. The initial submission of the Association and District proposals shall normally take place no later than the second official Board meeting in January.

2. Not later than March of the calendar year in which this Agreement expires, the District and the Association shall meet to negotiate in good faith a successor Agreement.

3. The District and the Association may discharge their respective negotiations duties by means of authorized officers, individual representatives, or committees.

4. Either party may utilize the services of consultants.

5. Negotiations shall take place in District and/or Association facilities at mutually agreeable times and places, provided that meetings shall normally be held within five (5) days from receipt of a written request.

6. The Association may designate up to five (5) representatives, each of whom shall receive reasonable amounts of released time for meeting to negotiate a successor Agreement.

7. Within five (5) days of the request, the District agrees to supply the Association with a copy of submitted County or State reports and a copy of public budget documents which

are pertinent to the negotiation process and necessary for the Association to fulfill its role as exclusive bargaining representative.

8. This Agreement may not be modified in whole or in part, except by agreement in writing duly executed by both Parties. The representatives appointed by each party shall have the power to negotiate for that party and make tentative agreements. However, final agreement shall be contingent upon ratification by the Board and the Association.

9. Upon ratification by the Parties, the written Agreement shall be signed by the President of the Association and the President of the Board. Said Agreement shall then be binding upon both Parties for its duration.

10. Within thirty (30) days after the ratification of the Agreement by both Parties, the District shall prepare and deliver to the Association sufficient copies of the Agreement to be distributed to each school site. (not to exceed 100 copies)

11. Not later than November 1st, the District shall furnish the Association with the placement of bargaining unit members on the respective salary schedules.

D. Association President Release

1. The President of the Association will be released from full-time duties as a bargaining unit member to assume the duties of the President of the Association.

   a. The Association shall reimburse the District for the full cost, at step 7 class 3 including all benefits, of the substitute employed to replace the Association President.

   b. During service as President of the Association, the employee shall be entitled to receive the same benefits as if he/she were a full-time employee of the District.

   c. Upon cessation of service as the Association President, he/she shall be returned to his/her teaching position or to a comparable position in the District as held prior to service as Association President.

   d. The Association shall reimburse the District for the full cost of the extra duty pay for the Association President as agreed upon in Appendix C-4.

   e. The Association President shall not be excluded from time sheet work performed on behalf of the District.

E. Waiver

1. When a site, in response to a Board adopted goal, pursues a change in program that necessitates a waiver of part of this contract, the following procedure will be followed.

   a. The bargaining unit members and the principal at the site will notify the District

and the Association that a waiver may be needed.

b. Representatives from the Association and the District will jointly hold an informational meeting to discuss the possible waiver with the unit members of that site.

   i. Only dues-paying Association members may vote on waivers. No other persons are allowed to vote on waivers.

c. After the informational meeting, the Association representative will meet with the bargaining unit members for further discussion.

d. The Association representative will conduct a vote at the site to determine if there is a seventy- five (75) percent agreement with the waiver request.

2. If the site has seventy-five (75) percent agreement of the unit Association members, the Association and the District will write a side letter to waive the affected section of this contract.

3. The side letter will include the following:

   a. The name of the site.

   b. The section of the contract to be waived.

   c. The length of the waiver- not to exceed three (3) years.

   d. The conditions for renewal of the waiver.

   e. Any interim procedures to determine if the waiver should be continued or extended to other sites.

   f. Signatures of the Association President and the Assistant Superintendent of Human Resources Development.

F. New Bargaining Unit Member Orientation

Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given year. Any bargaining unit member(s) hired after the start of the school year shall be

provided an in-person orientation/onboarding meeting within twenty-one (21) calendar days from the date of hire. New bargaining unit members shall be paid their hourly per-diem rate, based on their annual salary, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day.

G. Scheduling of Orientation

The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

H. Association Time Provided

The Association shall be provided no less than ***ninety (90) minutes*** of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration will excuse themselves during Association time.

(a) The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.

(b) The Association shall have District-paid release time to attend new bargaining unit member orientations/onboarding meetings for up to ***three (3) bargaining unit members***, selected by the Association, if any orientation/onboarding meeting is held during contractual work hours.

I. New Bargaining Unit Member Information

The following new bargaining unit member information shall be delivered to the Association president in digital Excel format no later than 30 days after the date of hire:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site

6. Grade Level/Assignment
7. Date of Hire
8. Full time Equivalent (FTE) status
9. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
10. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.)

J. Bargaining Unit Member Information

In addition, twice during every school year, (by the first week of October, February and June) the District shall provide to the Association president the following information in ***digital Excel format*** for all bargaining unit members:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.)
12. Indication of any Association Member on an unpaid leave of absence.
13. An indication of whether the District is deducting dues for membership.

ARTICLE V
HOURS OF EMPLOYMENT

A. Work Day and Year Defined

1. Instructional Day Defined: The District and Association recognize a seven (7) hour instructional day for full time bargaining unit members during the regular school year.

2. Professional Work Day Defined: The Parties understand that as professional employees, bargaining unit members are required to work and attend to professional duties outside of the defined seven (7) hour instructional day. The normal professional workday includes the amount of instructional time plus the number of hours necessary to plan, select and prepare materials for instruction, evaluate work of pupils, confer with parents, keep records, cooperate in parent/school activities, attend faculty, accreditation, department and grade level meetings, provide leadership and supervision to pupil organizations and activities, and serve on District committees. The Parties recognize that these professional duties should not be unlimited and are subject to limitation only as set forth in paragraph B below.

3. High School Full-time Assignment Defined: A full-time teaching assignment at the high school level shall consist of five (5) teaching periods and one (1) preparation period.

4. Bargaining Unit members will report absence(s) to the District's absence reporting system at least one (1) hour prior to the time the employee is scheduled to report to work, except in cases of emergency.

5. Time to Report Defined: With the exception of those bargaining unit members who teach a pre-first class bargaining unit members will report for duty fifteen (15) minutes prior to the first regularly scheduled class at the school.

6. The bargaining unit member will remain after the last regularly scheduled class at the school, if needed, to take care of student needs, attend scheduled parent and/or administrative conferences or meetings and to participate in adjunct duties.

7. Instructional Minutes Defined: Daily instructional time at each grade level shall be in compliance with the requirements of Education Code section 46201 to permit the District to receive incentive funding.

8. Professional Work Year Defined: The work year for unit members shall be 184. The work year for counselors shall be 194 days. The work year for Agriculture Teachers at the comprehensive high schools and VTEC shall be 224 days per year. The number of staff development days offered by the District (full or partial) in contingent upon the funding the District receives from the State of California for staff development.

9. Agriculture Teachers at the Comprehensive High Schools and VTEC

   a. Agriculture Teachers are provided a 224 day contract with the understanding that their duties extend beyond the regular instructional year and beyond the program at their school site.

B. Limitations on Work Day and Duties

1. Meeting limitations: The District shall not schedule mandatory meetings after 3:30 pm on Wednesdays or Fridays, nor Saturday, Sundays or holidays, except in cases of emergency declared by the Superintendent or designee. Except for District professional development mandatory staff meetings and/or site professional development may be scheduled on one of the following three days: Monday, Tuesday and/or Thursday. PLC meetings initiated by the PLC team do not count towards the one meeting per week.

   a. Mandatory meetings shall not extend beyond 5:00 p.m. The District shall not schedule mandatory meetings after 3:30 pm on Wednesday and Fridays, except for legally required guardian meetings (examples include IEPs, SSTs, 504s) where the guardian can only meet on a Wednesday or Friday.

      i. Every effort shall be made to schedule legally required guardian meetings on Monday, Tuesday, and/or Thursday.

      ii. Mandatory meetings shall never be called on a Saturday, Sunday, or holiday, except in cases of emergency declared by the Superintendent or designee.

   Open House or Back-to-School night shall only be scheduled on Monday, Tuesday, Wednesday, or Thursday. This section shall not apply to Graduation.

2. Yard Duty Limitations: Elementary school bargaining unit members shall not be required to perform yard duty before the beginning of the instructional day. At each middle school, the site administration will determine the number of unit members needed for before school yard duty. This shall be an extra duty assignment and each unit member shall be paid extra duty pay (Appendix E-5) for each trimester based upon Level VII.

3. Adjunct Duty Limitations: The District and Association recognize that the unit member participates in adjunct duties beyond the instructional day, such as yard duty and supervising and providing leadership in pupil organizations and activities. Assignment of these adjunct duties shall be limited as follows:

   a. In making adjunct duty assignments, the District shall seek volunteers prior to making assignments.

   b. Such duties are to be equitably distributed among unit members at the site.

c. Such duties shall be reasonable in number and duration.

d. There shall be no preferential assignment of these duties.

e. Such duties shall be assigned as far in advance as reasonably possible.

f. During the school year, a unit member may resign paid adjunct duties effective at the end of the school year.

g. Counselors may be assigned campus supervision and flexible work days for the purpose of parent conferences and counseling related student events (for example, but not limited to, academic recognition, scholarship events, student orientation, or other similar events).

h. Except as specifically stated, this paragraph shall not apply to duties performed by unit members in fulfillment of extra pay for extra services contracts.

i. Bargaining unit members shall not be assigned more than one unpaid adjunct duty per semester. This does not include Back to School Night, Open House or Promotion/Graduation. This shall not limit bargaining unit members from volunteering for additional unpaid adjunct duties.

4. Preparation Time Requirements:

a. Full time bargaining unit members of grades Pre-K-6 and 7-8 grades at an elementary site shall have at least two hundred fifty (250) minutes for planning and preparation per five (5) day week.

b. Pre-K-6 bargaining unit members working between 51% and 100% of a full time assignment shall only be provided preparation/planning time on a prorata basis. Pre-K-6 bargaining unit members working 50% or less shall not be entitled to preparation time.

c. This section shall not apply to job share bargaining unit members.

d. Full time bargaining unit members of grades 7-12 (except at elementary sites) shall have one unassigned period per day for planning and preparation.

e. The high school departments provided with a designated work period for the Department Head shall be: Business, English, Fine Arts, Foreign Language, Industrial Arts/Technology, Math, Physical Education, Science, Social Studies and Special Education. The designated work period shall be used by the assigned Department Head to fulfill the responsibilities of the job description as in Appendix E-1. The Department Heads who do not have a designated department work period (Agriculture, ESL, and Home Economics) shall receive three days of release time to help fulfill their responsibilities outlined in the Department Head Job Description as

in Appendix F-2.

f. A bargaining unit member shall not be required to substitute for another bargaining unit member during his/her preparation/planning period except in an emergency. ("Emergency" shall be an unforeseeable, unanticipated circumstance requiring immediate action.) A bargaining unit member may volunteer to substitute for another with approval of the immediate supervisor.

g. Small group planning and coordination meetings may be scheduled during the preparation and planning time if notification is given five (5) days prior to the meeting.

5. Preparation: A secondary bargaining unit member shall have no more than three (3) substantively different preparations per day without mutual agreement after consultation with his/her immediate supervisor. In the event mutual agreement cannot be reached, the matter shall be submitted to a committee which will include the Principal, Superintendent or designee, Department Chair, bargaining unit member and VUTA President who shall consider all appropriate alternatives before making the final determination.

6. Lunch/Relief Periods: Every bargaining unit member shall have one duty-free, uninterrupted lunch period of at least thirty (30) consecutive minutes and two relief periods per day, one in the morning and one in the afternoon. Sites will have a clearly communicated plan to provide the relief period for every teacher.

a. Teachers at TK-6 schools will be provided a 10 minute duty-free morning break. Sites will have a clearly communicated plan to provide the relief period for every teacher.

b. At TK-8 schools, the 6th through 8th grade teachers will follow the middle school and high school relief period protocol.

7. Inservice:

a. Inservice training may be scheduled by the District during the contract work year on days designated on the following basis:

1. During inservice and orientation days
2. On minimum days.

b. In addition to those inservice activity days provided in 1 (above) the extra duties involved in specially funded Federal or State projects shall be reduced by providing substitute and release time. These duties are related to 'compliance reports' and other such technical tasks that are legal requirements mandated by each categorical program and often require bargaining unit member assistance. They are not curricular/instructional/assessment activities associated with improving student learning and teaching.

c. The District will provide two days of in-service for bargaining unit members with release time in order that they be given training in successful instructional strategies for combination classes. This training is for all current combination bargaining unit members and any others being considered for assignment to combinations for the next year. This training will be provided in an ongoing fashion for bargaining unit members newly assigned to or requesting training for combination classes.

8. Minimum Days:

a. The first two Monday minimum days will be District led professional development while the remaining three will be planned collaboratively by the site leadership team (including teachers and administrators). Half of each of the remaining three days shall be allocated as teacher-directed time. Each site leadership team shall determine how this teacher-directed time will complement the content of the administration-led District Staff Development.

9. Professional Learning Communities (PLCs):

a. VUTA and the District have a common goal of establishing time within the seven hour instructional day for the purpose of establishing a common time of PLCs to be held on all middle school and high school campuses.

i. The time is to be late start Mondays at all the middle school, comprehensive high school campuses and Sequoia High School.

ii. The time is to be late start Fridays at Visalia Technician Early College High School.

b. PLCs at elementary schools will meet weekly during time scheduled at the school site.

c. The time set aside for Late Start Monday PLCs will be 50-60 minutes in length for middle schools and high schools.

d. This time will be for PLC work as outlined in the core principals and PLC framework agreed to by the District and VUTA, which is *Learning by Doing* – third edition by Richard and Becky DuFour.

e. Voluntary PLC work outside the designated time is allowed if agreed to by the members. This agreement does not prohibit a principal from designating some staff meeting time to continue the work of PLCs or other department work within the boundaries established Section B.(1) of this article.

f. PLC work shall not alter the seven-hour instructional day or increase instructional minutes.

g. Section A.(4): Time to Report of this article shall be waived on Late Start PLC days. Bargaining Unit Members will be required to be at their assigned PLC's and ready to work at the designated time.

10. Local Committee on Assignments:

a. The District and the Association shall form a local Committee on Assignments. The Assistant Superintendent, Personnel, shall be the non-voting chair of the committee which shall also consist of three (3) bargaining unit members designated by the Association and three (3) administrators designated by the District. The committee shall review and make recommendations regarding the assignments of bargaining unit members outside of their credential areas.

ARTICLE VI
TRANSFERS AND REASSIGNMENTS

A. Definitions

1. A transfer is change of school in an elementary school or across departments within a secondary school.

2. A reassignment is a change of grade level in an elementary school or specialized classes, or within a department in a secondary school.

3. Transfers or reassignments may be bargaining unit member-initiated (voluntary) or District-initiated (involuntary).

4. This Article is inapplicable to transfers from teaching positions to counselor positions.

B. Association Notification

1. The District shall notify the Association President each time a person has been named to fill vacant positions.

C. Voluntary Transfers

1. Unit members may request a voluntary transfer for the following school year on the District form submitted to the Human Resources Development. The District will send out notifications of each voluntary transfer opportunity to bargaining unit members.

2. For purposes of making a selection to fill a vacancy between a current bargaining unit member and an outside applicant, a current bargaining unit member who meets the criteria in paragraph 3.a below who submits a voluntary Interest Form indicating the school site and grade level or subject area for the vacancy shall be granted an interview before the vacancy is filled.

3. For purposes of making a selection to fill a vacancy between two (2) current bargaining unit members, the following criteria shall apply:

1. The qualifications of the bargaining unit member relative to training, major and minor fields of study, credentials, experience, competencies, preferred criteria as listed in job flyer and good standing in the current position held.

2. After interviews, seniority of the bargaining unit member shall be the tie- breaking criterion between the top two (2) candidates if the qualifications in 3.a. are ranked substantially equal.

4. Within ten (10) working days after the vacancy is filled, all applicants will receive written

notice of the outcome. In the event that a bargaining unit member discovers an error in the implementation of the voluntary interest process, the District and the Association shall work collaboratively to resolve the issue.

5. A transfer request can be made at any time during the school year. Requests for transfer to a posted vacancy shall remain valid until the position has been filled.

6. To ensure the continuity of the education program, transfers shall be coordinated with the normal breaks in the school year. To help ensure adequate notice to parents of their child's school schedule, no voluntary transfers will occur during the three (3) weeks immediately preceding the first contractual work day of the school day.

7. Transfers after the commencement of the student year shall not be completed until an acceptable replacement has been found for the bargaining unit member.

D. Involuntary Transfers

1. An involuntary transfer may be made for any of the following reasons:

   a. Modification, additions, or deletions of programs and/or specific curriculum needs.

   b. A change in enrollment necessitating addition, transfer, or reduction of staff at a particular school site or within a program.

   c. Requirement for special authorization required by law (such as EL authorization or ESSA compliance).

2. If an involuntary transfer is necessary, the District shall seek qualified (based on credential, EL authorization, BCLAD, etc.) volunteers within the affected site or department/subject area(s).

   a. If a unit member within the affected site or department/subject area(s) volunteers under these circumstances, the transfer shall still be considered an involuntary transfer and the bargaining unit member, shall be entitled to the rights under this Section.

   b. Should more than one unit member volunteer under these circumstances, the District shall offer the transfer to the unit member with the most seniority.

   c. If no unit member volunteers, the District shall transfer the bargaining unit member with the least seniority in the District.

d. If two bargaining unit members have the same seniority date, the following criteria will be used to break the tie (in this order):

i. Credential type in rank order
   1. Clear
   2. Preliminary
   3. Intern
   4. Provisional Intern Permit
   5. Short-Term Staff Permit
   6. Waiver

ii. English Learner Authorization

iii. Bilingual CLAD

iv. Issuance Date of credential

v. Lottery

3. As soon as possible, but at least ten (10) days in advance, a bargaining unit member who is to be involuntarily transferred shall be notified of the transfer and shall be entitled to, upon request, the reasons for the impending transfer in writing, and/or shall be entitled to a conference with his/her immediate supervisor to discuss such reasons. The bargaining unit member may have an Association representative present at such meeting. It is recognized that, at the beginning of a semester, the ten (10) day advance notice requirement may be waived by the District if the involuntary transfer is required by unexpected enrollment changes.

4. If a subsequent opening occurs at the school site from which the unit member was transferred (by the last working day of the current regular school year), the unit member will be offered the position in order to remain at the site. Should more than one unit member be affected, open positions at the site will be offered in order of seniority.

5 . If, within two (2) school years following an involuntary transfer because of enrollment, employee certification or program changes, the original position re- opens, the transferred bargaining unit member may request in writing and shall be granted the return to that position, if qualified.

6. A bargaining unit member who is being involuntarily transferred shall be entitled to request and receive assignment to any open position for which he/she is qualified. If there is more than one bargaining unit member so displaced bargaining unit members shall select from open positions in order of seniority. Seniority is determined in accordance with D.2.d of this article.

7. Notwithstanding the foregoing sections, a bargaining unit member who has been involuntarily transferred shall not be involuntarily transferred again the following year.

8. In the event a bargaining unit member is involuntarily transferred during the school year, the bargaining unit member may request and the Superintendent/ Designee shall grant up to three (3) days of substitute time to assist the bargaining

unit member who has been transferred. Upon request, classified personnel shall be provided to assist the bargaining unit member in packing and transporting supplies and materials.

E. Procedures for Staffing New School Sites

1. The District shall notify all bargaining unit members of existing or expected openings at a new school site. The notice shall include as complete a list as possible of all responsibilities pertaining to each assignment such as: credentials, experience, competencies, adjunct duties, extra duties, etc. Positions will be filled in accordance with C.3.b of this article.

2. The District shall follow procedures outlined in paragraphs 1 and 2 of Section D before employing bargaining unit members from outside of the unit. Such employment shall not result in the layoff of any bargaining unit member in the unit.

F. Reassignment

1. Voluntary Reassignment

a. A bargaining unit member desiring a reassignment for the following school year shall notify his/her principal in writing prior to April 1. If a vacancy occurs at a school between April 1 and June 20, the bargaining unit members at that school may request reassignment to that position and shall be given first consideration.

b. Voluntary reassignments within the school site staff shall be considered first before accepting transfers.

c. All other qualifications, being substantially equal, the bargaining unit member with the greatest seniority shall be given priority in filling the vacancy.

d. If the request for the reassignment occurs within the regular school year, the bargaining unit member and the principal may write an agreement that would allow the bargaining unit member to assume the new position at the beginning of the following year.

2. Involuntary Reassignment

a. The District shall make reassignments based on the following needs:

1. Change of programs or specific curriculum needs.
2. Changes in enrollment between grade levels.
3. Compliance to state and federal guidelines for certification.

b. When determining who to reassign the principal will consider among other factors whether that person has been involuntarily reassigned in recent years.

G. Combination Class Assignments (Elementary Sites)

Notwithstanding any other provision of this Agreement to the contrary, Combination Classes shall be treated as follows:

1. Bargaining unit members assigned to a single-grade level class may be reassigned to a combination class provided the combination class assignment includes the same grade level currently being taught by the member.

2. When determining a reassignment to a combination class, the principal shall consider the following factors:

    a. Voluntary reassignments from the affected grade levels shall be considered first.

    b. If there are no volunteers for the combination class, the principal will reassign a teacher. Reassignment to a combination class shall be rotated between all members who are currently assigned to the affected grade levels.

    c. Unless a bargaining unit member volunteers to remain in a combination class, the unit member shall be assigned to the combination class for a one-year term.

3. When determining the return of the bargaining unit member from a combination class to a single grade level calls, the principal shall apply the following factors:

    a. If the previous grade level taught (prior to being assigned to the combination class) is available, the teacher will return to that grade level.

    b. If the previous grade level taught is not available and a position is available in the other grade level of the combination class, the teacher will be assigned to that grade level.

    c. If a combination class is to be eliminated and there is no vacancy in the affected grade levels, the bargaining unit member assigned to the combination class will be returned to one of the combination class grade levels.

    d. With the agreement of the teacher and the principal, the affected teacher may volunteer to be reassigned to another grade level.

    e. If the bargaining unit member assigned to the combination class does not wish to volunteer to be reassigned, the principal will ask for volunteers to be reassigned to another grade level from those teachers in the affected grade level.

    f. If there are no volunteers, the principal may select a teacher from one of the affected grade levels to be reassigned (but may not reassign the returning combination teacher).

g. If there are no openings at the site, the reassigned teacher will be placed in the class vacated by an involuntary transfer.

H. Non-Classroom Teachers Return to the Classroom (Transfer & Reassignment)

For the purposes of this Section, "Non-classroom Teachers" includes Content Specialists, School Instructional Coaches and Student Success Teachers. Non-classroom Teachers are considered on leave from their regular classroom-assigned positions and not included in a school site's classroom teacher allocations. Non-classroom Teacher assignments are unique in nature and therefore not subject to selection by bargaining unit members through the involuntary transfer provisions in Section D above. The number of non-classroom assignments is evaluated annually and subject to change based on funding and student learning needs. Therefore, should a non-classroom teaching assignment end, the following procedures shall guide transfer and reassignment of affected bargaining unit members.

1. Content Specialists

a. If a Content Specialist assignment ends, the bargaining unit member in the assignment shall be returned to a teaching position at the school site where they most recently taught, if open, and if the bargaining unit member chooses to return to the site. If the unit member does not choose to return to their original site or a position is not open at their original site, a non-classroom teacher shall select, in order of district seniority, from open positions for which they are qualified, consistent with the applicable Transfer provisions of Sections C. and D. above. Annual movement (voluntary or involuntary) of Content Specialists within such assignments shall be considered a reassignment and should occur in accordance with the Reassignment provisions of Section F. above.

2. Student Success Teachers

a. If a Student Success Teacher assignment ends, the bargaining unit member in the assignment shall be returned to a teaching position at their current school site, if open, and if the bargaining unit member chooses to remain at the site. If the unit member does not choose to remain at the site or a position is not open at their current site, a Student Success Teacher shall select, in order of district seniority, from open positions for which they are qualified, consistent with the applicable Transfer provisions of Sections C. and D. above. Student Success Teachers working at a school site shall not be included in the school-based reassignment process, nor are Student Success Teacher assignments subject to the reassignment procedures in Section F above.

3. Instructional Coaches

a. If an Instructional Coach assignment ends, the bargaining unit member in the assignment shall be returned to a teaching position at their current school site, if open, and if the bargaining unit member chooses to remain at the site. If the unit member does not choose to remain at the site or a position is not open at their current site, an Instructional Coach shall select, in order of district seniority, from open positions for which they are qualified, consistent with the applicable Transfer provisions of Sections C. and D. above. Instructional Coaches working at a school site shall not be included in the school-based reassignment process, nor are Instructional Coach assignments subject to the reassignment procedures in Section F above. When there are changes to more than one Instructional Coach assignment across the District, open assignments shall be filled in accordance with the voluntary transfer process, described in Section C above.

ARTICLE VII
EVALUATION PROCEDURES

Both Parties have committed to a common goal of establishing an evaluation process for bargaining unit members that supports a professional growth model focused on coaching and mentoring for the purpose of increasing student learning.

The following information represents the current status of development and implementation of the system of professional growth/evaluation for each group of professionals within the bargaining unit, as of July 1, 2026.

Classroom Teachers: Evaluation forms have been updated, reflecting professional standards selected from the recently revised California Standards for the Teaching Profession (CSTPs), and continuing the professional growth model of evaluation currently utilized with classroom teachers. Classroom teachers will be participating in the evaluation implementation process during the 2026-2027 school year, in accordance with the current Classroom Teacher Evaluations Memorandum of Understanding (MOU).

Non-Classroom Teachers: A professional growth model of evaluation is completed and implemented, as reflected in Forms B1-B3 (Appendix B) and described in Section B of this article.

Counselors: A professional growth model of evaluation is completed and implemented, as reflected in Forms C1-C6 (Appendix C) and described in Section C of this article.

Speech Language Pathologists: a professional growth model of evaluation has not yet been developed. Currently, Speech Language Pathologists are being evaluated using Forms D1, D2, and D3 (Appendix D).

ARTICLE VII, SECTION A

EVALUATION PROCEDURES
CLASSROOM TEACHERS

*****See Classroom Teachers Evaluation Procedures MOU*****

ARTICLE VII, SECTION B

EVALUATION PROCEDURES
NON-CLASSROOM TEACHERS

B. **Non Classroom Teachers**

1. Evaluation procedures of non-classroom teacher bargaining unit members shall consist of the following:

   a. The facilitator (administrator) will meet with each non-classroom teacher who is scheduled to be evaluated during the current school year prior to September 15.

      i. The facilitator and non-classroom teacher will collaboratively review the performance elements included on the evaluation forms.

   b. Probationary and Temporary Non-Classroom Teachers:

      i. All probationary and temporary non-classroom teachers shall be evaluated on an annual basis. The observations may begin six weeks after the start of the school year provided that the facilitator and non-classroom teacher have met and completed Form B1 listing the six elements to be evaluated.

      ii. Probationary and temporary non-classroom teachers have six elements that are common for all non-tenured non-classroom teachers as listed on Form B1. It is the expectation that growth on these six elements will continue through the probationary period until the time a non-classroom teacher becomes tenured. The Facilitator and non-classroom teacher will review this from prior to September 15 and complete the form following the directions given on the form. The initial review of Form B1 may be completed in a group setting.

      iii. Throughout the school year, the facilitator will be required to coach and mentor the non-classroom teacher based upon observations. It is the expectation that the facilitator will meet with the non-classroom teacher to discuss any issues of concern prior to documenting them on evaluation forms.

      iv. The Formative Professional Growth Document (Form B2) shall be developed based upon observations and collaborative coaching/mentoring. This form is to be completed twice per year: once prior to November 15th and once prior to February 15th.

      v. The Summative Professional Growth Document (Form B3) shall be developed based upon the professional growth of the non-classroom teacher as evidenced by observations and collaborative coaching/mentoring. This form is to be completed prior to April 15th.

      vi. All forms and attachments will be reviewed collaboratively and signed by the facilitator and non-classroom teacher prior to form deadlines. Non-classroom teachers will have access to all pages of each form.

      vii. A bargaining unit member may respond in writing to any written portion of the evaluation within ten (10) days of receipt.

c. Permanent Non-Classroom Teachers

i. Permanent non-classroom teachers who have from three to ten years teaching experience with the District shall be evaluated every other year through year ten. The observations may begin six weeks after the start of the school year provided that the facilitator and non-classroom teacher have met and completed Form B4 listing the elements to be evaluated.

ii. Permanent non-classroom teachers who have more than ten years of teaching experience with the District shall be evaluated every three years. The Association and the District will determine the process for evaluation year cycles of non-classroom teachers with more than ten years of experience. The observations may begin six weeks after the start of the school year provided that the facilitator and non-classroom teacher have met and completed Form B4 listing the elements to be evaluated.

1. Permanent non-classroom teachers have four (4) elements. Two elements will be selected by the non-classroom teacher and two will be selected by the facilitator and listed on Form B4. The elements selected may be those listed on the Probationary and Temporary form B1. The facilitator and non-classroom teacher will review this form prior to September 15 and use the directions given to complete the form.

2. Throughout the school year, the facilitator will be required to coach and mentor the non-classroom teacher based upon observations. It is the expectation that the facilitator will meet with the non-classroom teacher to discuss any issues of concern prior to documenting them on evaluation forms.

3. The Formative Professional Growth Document (Form B5) shall be developed based upon observations and collaborative coaching/mentoring. This form is to be completed twice per year: once prior to November 15th and once prior to February 15th.

4. The Summative Professional Growth Document (Form B6) shall be developed based upon the professional growth of the non-classroom teacher as evidenced by observations and collaborative coaching/mentoring. This form is to be completed prior to April 15th.

5. All forms and attachments will be reviewed collaboratively and signed by the facilitator and non-classroom teacher prior to form deadlines. Non-classroom teachers will have access to all pages of each form.

6. A bargaining unit member may respond in writing to any written portion of the evaluation within ten (10) days of receipt.

ARTICLE VII, SECTION C

EVALUATION PROCEDURES
COUNSELORS

C. **Counselors**

1. Evaluation of counselor bargaining unit members shall utilize the forms and guidelines as set forth in the documents included in Appendix C. Evaluation procedures for counselors shall consist of the following:

   a. The facilitator (administrator) will meet with each counselor who is scheduled to be evaluated during the current school year prior to September 15.

      ii. The facilitator and teacher will collaboratively review the California Standards for the Counselor elements.

   b. Probationary and Temporary Counselors:

      i. All Probationary and Temporary Counselors shall be evaluated on an annual basis.

      ii. Probationary and Temporary counselors have six California Association of School Counselor (CASC) standard elements that are common for all non-tenured counselors as listed of Form C1. It is the expectation that growth on these six elements will continue of the probationary period until the time a counselor becomes tenured. The Facilitator and Counselor will review this from prior to September 15 and complete the form following the directions given on the form. The initial review of Form C1 may be completed in a group setting.

      iii. Throughout the school year, the facilitator will be required to coach and mentor the counselor based upon observations. It is the expectation that the facilitator will meet with the counselor to discuss any issues of concern prior to documenting them on evaluation forms.

      iv. The Formative Professional Growth Document (Form C2) shall be developed based upon observations and collaborative coaching/mentoring. This form is to be completed twice per year: once prior to November 15th and once prior to February 15th.

      v. The Summative Professional Growth Document (Form C3) shall be developed based upon the professional growth of the counselor as evidenced by observations and collaborative coaching/mentoring. This form is to be completed prior to April 15th.

      vi. All forms and attachments will be reviewed collaboratively and signed by the facilitator and counselor prior to form deadlines. Counselors will have access to view all pages of each form on the online evaluation platform.

   c. Permanent Counselors:

      1. Permanent counselors who have from three to ten years' experience with the District shall be evaluated every other year through year ten. Principals may determine if the

permanent counselor will start the evaluation cycle in year three or year four (but must begin the permanent cycle in one of these years).

2. Permanent counselors who have more than ten years of experience with the District shall be evaluated every three years.

3. Permanent counselors have four (4) CASC elements. Two elements will be selected by the counselor and two will be selected by the facilitator and listed on Form C4. The elements selected may be those listed on the Probationary and Temporary form C1. The Facilitator and counselor will review this form prior to September 15 and use the directions given to complete the form.

4. Throughout the school year, the facilitator will be required to coach and mentor the counselor based upon observations. It is the expectation that the facilitator will meet with the counselor to discuss any issues of concern prior to documenting them on evaluation forms.

5. The Formative Professional Growth Document (Form C5) shall be developed based upon observations and collaborative coaching/mentoring. This form is to be completed twice per year: once prior to November 15th and once prior to February 15th.

6. The Summative Professional Growth Document (Form C6) shall be developed based upon the professional growth of the counselor as evidenced by observations and collaborative coaching/mentoring. This form is to be completed prior to April 15th.

7. All forms and attachments will be reviewed collaboratively and signed by the facilitator and counselor prior to form deadlines. Counselors will have access to view all pages of each form on the online evaluation platform.

ARTICLE VII, SECTION D

EVALUATION PROCEDURES
SPEECH LANGUAGE PATHOLOGISTS

D. **Speech Language Pathologists**

The following evaluation procedures pertain to Speech Language Pathologists for the 2026-2027 school year.

1. It is understood and agreed by the Parties that the primary objective of the evaluation process is to improve the quality of instruction and to support the professional growth of the Bargaining Unit Member.

   a. For the purpose of this article, the Non-teach Resource Bargaining unit member, and Teacher on Special Assignment will be referred to as non-classroom bargaining unit members and be evaluated on Forms D1, D2, and D3. A bargaining unit member shall be evaluated by one "Evaluator" who shall be his/her principal or designee, except:

   b. Teachers on Special Assignment and elementary itinerant bargaining unit members. These bargaining unit members shall be evaluated by the respective supervisor or their designee.

2. Evaluation of bargaining unit members shall utilize the forms and guidelines as set forth in the document which are appended to this Agreement as Appendix D and is hereby made a part thereof.

   a. Evaluation procedure for bargaining unit members shall consist of the following:

      i. The evaluator shall evaluate every probationary bargaining unit member (every year) using designated forms. The first formative assessment is due no later than November 15th. The first formative assessment is due no later than November 15th. The second formative assessment is due no later than February 15th. The summative assessment is due no later than April 15th.

      ii. The evaluator shall evaluate every permanent bargaining unit member at least every three years using designated forms. The first formative assessment is due no later than November 15th. The second formative assessment is due no later than February 15th. The summative assessment is due no later than April 15th.

      iii. A bargaining unit member's response to his or her evaluation report shall be at his or her option and must be filed with the principal and Human Resources Department.

      iv. When a bargaining unit member receives a "Needs to Improve to Meet District Expectations" rating on the evaluation form he/she shall be entitled to request subsequent observations and conferences. However, in the event the bargaining unit member so rated does not make any such request, the evaluator shall have the right to make further observations of, and conduct further conferences with, such bargaining unit member on his/her own initiative. The evaluator shall have the right to reasonable use of the expertise of other District administrative personnel in an effort to improve instruction. Summary statements from the assisting administrator(s) may be referred to by the evaluator in his/her evaluation of the bargaining unit member and may be placed in the bargaining unit member's file if procedures outlined in F.1 of this Article

are followed.

v. When a bargaining unit member receives an evaluation report where a "Needs to Improve to Meet District Expectations" box has been checked the evaluator shall annually evaluate the bargaining unit member, using the designated forms, until the bargaining unit member achieves a positive evaluation or is separated from District service.

3. Evaluation of bargaining unit members shall utilize the forms and guidelines as set forth in the document which are appended to this Agreement as Appendix ~~B~~ D and is hereby made part thereof.

a. Evaluation of procedures for non-classroom bargaining unit members shall consists of the following:

b. The evaluator shall evaluate every probationary non-classroom bargaining unit member (every year) by at least one (1) Preliminary Evaluation Feedback (Form D1) during the period September 15 to December 1 and one (1) Preliminary Evaluation Feedback (Form D2) from December 2 to March 1.

c. The evaluator shall evaluate every permanent bargaining unit member at least every other year by at least one (1) Preliminary Evaluation Feedback (Form D1) and one (1) Preliminary Evaluation Feedback (Form D2) unless the permanent bargaining unit member and evaluator agree to extend the evaluation cycle in writing per the limitations set forth in paragraph c below. The observations may begin three (3) weeks after the start of the school year and end forty-five (45) calendar days to the last day scheduled on the school calendar.

d. A permanent employee and their evaluator may voluntarily agree to a three year evaluation cycle in writing if the following criteria are met: The employee has been employed for at least 10 years with the District, and the employee is highly qualified, if they occupy a position required to be filled by a highly qualified professional by the federal law, and the employee's previous evaluation rated the employee as meeting or exceeding standards. Because this is voluntary, the permanent employee or the evaluator may withdraw their consent to three year cycle at any time for any reason. If consent to the three-year cycle is voluntarily withdrawn, by either the evaluator or the permanent employee, the permanent employee's evaluation shall be conducted within the same school year as long as the evaluator complies with the timeline specified in D(1) (b) above.

e. (1) Preliminary Evaluation Feedback (Form D1) shall require no prior notification to the bargaining unit member, and the duration is generally less than that of a full activity.

(2) A Preliminary Evaluation Feedback (Form D2) shall consist of an evaluation conference, a full lesson and a post conference. Notification of the evaluation conference shall be given at least two days prior to the lesson observation and may include a pre-observation conference.

f. The evaluator shall initiate a personal follow-up after each observation. This includes the use of the Preliminary Evaluation Feedback Non- Classroom (Form D1 and Form D2).

g. The evaluator shall submit a Certificated Evaluation Summary (Form D3) at least 30 calendar days before the last day of the school year of the bargaining unit member's evaluation year.

h. In Article VII, Section D.2a, sub sections i-v will apply to non-classroom bargaining unit members as they do to bargaining unit members.

4. Bargaining unit members shall not evaluate other bargaining unit members. This provision shall not restrict Department Heads' responsibilities for assisting in the evaluation of program, curriculum and personnel needs of their respective Department.

In the written evaluation, the evaluator will include substantiated evidence and/or information collected through direct observation.

5. No negative evaluation of performance shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from others (such as parents and citizens) or is developed by the evaluator or other administrator unless the following procedures have been followed.

a. With regard to such materials in the bargaining unit member's personnel records, the bargaining unit member shall first be given written and oral notice and an opportunity to review and comment, including the right to enter into the records his/her own written comments. Such review shall take place during normal business hours, and bargaining unit members shall be released from duty for this purpose without salary reduction.

b. With regard to parent or citizen complaints, the bargaining unit member shall first be given written and oral notice of same and an opportunity to discuss and attempt to resolve the matter with the complaining party, together with the appropriate administrator.

6. No evaluation of performance shall be predicated upon lawful non-school related personal activities which have no impact upon the bargaining unit member's effectiveness as a bargaining unit member.

7. No evaluation of performance shall be predicated upon the bargaining unit member's use of "controversial" teaching materials, provided that such materials are consistent with the age and maturity level of the affected students and with the District's educational and curriculum guidelines and policies.

8. The bargaining unit member may have a representative of the Association accompany him/her to examine and/or obtain copies of the materials in the bargaining unit member's personnel file.

9. Contents of materials used in the evaluation process shall be considered confidential information

and shall be available to the District on a need-to-know basis.

10. No evaluation shall be based on information recorded by a mechanical or an electronic device in the classroom or transmitted from the classroom without the knowledge and consent of the bargaining unit member.

11. Bargaining unit members shall have the right to recommend to the principal, via a written request, that an aide be transferred. Such reasons may include persistent disagreement regarding classroom methods, unsuitability of aides' skills or particular differences regarding standards of student behavior.

12. A bargaining unit member's evaluation shall not be adversely affected due to a delay in material ordered and not received which is needed to implement a new District program.

ARTICLE VIII
CLASS SIZE

A. Class Sizes K-3 (K-2 beginning in 2019-2020):

1. Commencing with the 2013-14 school year, the District and the Association agree to a collectively bargained alternative class size ratio to implement the Local Control Funding Formula ("LCFF") Class Size Reduction ("CSR") program. Accordingly, school site average class enrollments in Kindergarten (including Transitional Kindergarten) and grades 1-3, inclusive, shall not exceed a student- teacher ratio of 32:1.

2. Commencing with the 2014-15 school year, the school site average class enrollments in Kindergarten (including Transitional Kindergarten) and grades 1-3, inclusive, shall not exceed a student-teacher ratio of 31:1.

3. Commencing with the 2015-16 school year, the school site average class enrollments in Kindergarten (including Transitional Kindergarten) and grades 1-3, inclusive, shall not exceed a student-teacher ratio of 30:1.

4. Commencing with the 2017-2018 school year, the school site average class enrollments in Kindergarten (including Transitional Kindergarten) and grades 1-3, inclusive, shall not exceed a student-teacher ratio of 28.75:1.

5. Commencing with the 2018-2019 school year, the school site average class enrollments in Kindergarten (including Transitional Kindergarten) and grades 1-3, inclusive, shall not exceed a student-teacher ratio of 27.5:1.

6. Commencing with the 2019-2020 school year, the school site average class enrollments in Kindergarten (including Transitional Kindergarten) and grades 1-2, inclusive, shall not exceed a student-teacher ratio of 26:1.

7. Commencing with the 2020-2021 school year, the school site average class enrollments in Kindergarten (including Transitional Kindergarten) and grades 1-2, inclusive, shall not exceed a student-teacher ratio of 27:1

8. Commencing with the 2021-2022 school year, the school site average class enrollments in Kindergarten (including Transitional Kindergarten) and grades I -2, inclusive, shall not exceed a student-teacher ratio of 26.5:1.

9. Commencing with the 2025-2026 school year, the school site average class enrollments in Kindergarten and grades 1-2, inclusive, shall not exceed a student-teacher ratio of 26.5: 1. Class size for Transitional Kindergarten shall not exceed a student-teacher ratio required by law.

10. The determination of which classes, teachers and students shall be subject to school site

average class enrollments shall be determined in accordance with regulations issued by the California Department of Education (CDE).

11. The Parties agree that this negotiated school site average class enrollment limit meets all requirements of law and fulfills the LCFF collective bargaining exception requirements to obtain CSR grade span adjustment funding.

12. If State regulations are modified in a manner that causes the District to incur a CSR penalty or to lose CSR funds, then the Parties agree to immediately meet and renegotiate this provision to avoid that financial loss.

B. Class Sizes 4-12 (3-12 beginning in 2019-2020):

1. School site average class sizes in grades 4 through 12, inclusive, shall not exceed a student-teacher ratio of 31:1.

2. Commencing with the 2019-2020 school year, the school site average class enrollments in grades 3-6, inclusive, shall not exceed a student-teacher ratio of 30:1.

3. Commencing with the 2019-2020 school year, the school site average class enrollments in grades 7-12, inclusive, shall not exceed a student-teacher ratio of 31:1.

4. The school site average ratio of students to teachers shall be calculated in grades 4-12 (3-12 beginning in 2019-2020), inclusive, in the same manner as class sizes are calculated for grades K-3, as set forth above; however, these class size limits shall not apply to traditional large group instruction such as physical education or music classes or where the unit member and the principal have made a mutually agreeable plan. At the request of a unit member, the site representative will be included in any meeting to reach mutually agreeable plan to have a unit member's class exceed the agreed upon class size ratio.

5. Commencing with the 2020-2021 school year, the school site average class enrollments in grades 3-6, inclusive, shall not exceed a student-teacher ratio of 31:1.

6. Commencing with the 2020-2021 school year, the school site average class enrollments in grades 7-12, inclusive, shall not exceed a student-teacher ratio of 32:1.

ARTICLE IX
LEAVES

A. General Leave

1. When leave is taken with pay, the District will continue to make contributions to current medical, dental and vision benefits. Bargaining unit members on unpaid leaves may be entitled to maintain, at the approval of the insurance carrier, medical, dental and vision coverage at the bargaining unit member's expense (unless otherwise provided in this Agreement).

2. Health benefits provided by the District under this Agreement shall continue for any unpaid leave granted for fifteen (15) working days or less.

3. In accordance with state and federal law, the District shall grant Family Care Leave to eligible bargaining unit members without discrimination. Bargaining unit members who are granted such leave shall be employed in the same or a comparable position upon returning from family care leave.

B. Association Leave

1. The President of the Association and/or his/her designees(s) may be granted a leave of absence from his/her duties for the purpose of conducting Association business. A total of ten (10) days per year of such leave will be given with pay.

2. A total of ten (10) additional days per year shall be granted with the cost of substitute bargaining unit members funded by the Association.

3. Additional leave may be granted with the approval of the Superintendent/ designee.

4. "Association Business" shall not include elected officials of CTA and/or NEA acting on behalf of CTA and/or NEA. In circumstances where a bargaining unit member is an elected official of both VUTA and CTA or NEA, the District's designee and VUTA President shall meet to discuss the application of this provision where such leave is requested. The applicability shall be determined on a case-by-case basis, upon the nature of the leave requested.

C. Bereavement Leave

1. Bargaining unit members shall be granted necessary bereavement leave of absence not to exceed five (5) days on account of the death of any member of their immediate family, as defined in Article I.C.10.

2. Bereavement leave may be taken in hourly, daily, or half day (0.5) increments.

3. No deduction shall be made from the salary of any bargaining unit member on bereavement leave, nor shall such leave be deducted from leave granted by other sections of this agreement.

D. Business Leave

1. A bargaining unit member shall be granted up to three (3) days of leave for business purposes to address business interests that cannot be addressed outside of the bargaining unit member's duty day or work year. A business interest is defined as a need related to a business owned or co-owned by the unit member. The bargaining unit member shall receive an amount equal to the difference between his/her salary and the salary paid his/her substitute, or, if no substitute is employed, the minimum amount which would have been paid to a substitute had one been employed.

2. Additional unpaid business leave may be granted upon the approval of the Superintendent/designee. The maximum period of unpaid business leave is thirty (30) days.

3. Examples of purposes and/or reasons for which business leave shall not be *granted are:

- Political activities or demonstrations
- Vacation, recreation, or social activities
- Association activities
- Routine personal activities
- Job hunting
- Working elsewhere
- In lieu of other leaves provided in this Article

4. Advance permission must be secured for the use of business leave at least two (2) days prior to the days upon which the bargaining unit member is to be absent, unless the nature of the emergency prevents such notice.

E. Domestic Violence Leave

A bargaining unit member who is a victim of qualifying act of violence (inclusive of domestic violence, sexual assault, stalking, or similar act), may take up to twelve (12) weeks, or if an employee has a family member who is a victim, up to 10 days, of protected leave. Such leave may be used by an employee who is a victim of domestic violence, sexual assault, or stalking for the

following reasons:

- obtaining or attempting to obtain any relief, including, but not limited to, a temporary restraining order, a restraining order, or other injunctive relief;
- to help ensure the health, safety, or welfare of the victim or their child;
- seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
- obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking
- and participating in safety planning and taking other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

During this protected leave, bargaining unit members may exhaust sick leave for such purposes.

F. Extended Illness Leave

If a bargaining unit member has utilized all of his/her accumulated sick leave and is still absent from duty because of illness or accident, he/she shall be paid as follows:

1. For a period not to exceed five (5) months, he/she shall receive an amount equal to the difference between his/her salary and the salary paid the substitute, or if no substitute is employed or if a full-time certificated employee is employed, the bargaining unit member will receive the difference between his/her salary and the minimum amount which would have been paid to a substitute had one been employed.

2. The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

3. A bargaining unit member shall not be provided more than one five-month period per illness or accident. However, if a school year ends before the five-month period is exhausted and the need to be absent still exists, the bargaining unit member may take the balance of the five-month period in a subsequent school year.

4. When a bargaining unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided the bargaining unit member is not medically able to resume the duties of his or her position, the bargaining unit member shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the bargaining unit member is on probationary status, or for a period of 39 months if the bargaining unit member is on permanent status. When a bargaining unit member is medically able during the 24- or 39-month period, the bargaining unit member shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period.

G. Health Leave of Absence

1. Upon request, the District may provide for an unpaid health leave of absence from duty for any bargaining unit member whose absence is required, because of illness or accident, for one semester renewable to a one year period beyond the "extended illness leave".

2. Return to duty may be requested at any time during or at the conclusion of the leave. Return to duty shall be within twenty (20) working days of the receipt of a request to return from the bargaining unit member, unless the request is made on or after April 1, in which case return to duty shall be at the beginning of the next school year. His/her doctor's written approval will be required prior to return to duty.

3. The District shall continue to provide health and dental coverage for any bargaining unit member on a health leave of absence.

4. No sick leave will be accumulated by a bargaining unit member on unpaid health leave of absence.

H. Industrial Accident and Illness Leave

1. An industrial accident or illness which arises out of and in the course of the employment relationship is covered by workers' compensation insurance. A bargaining unit member who has a pre-existing condition that is aggravated or accelerated by the workplace is also covered. (BP/AR 4157.1) When a bargaining unit member is absent from his/her duties because of industrial accident or illness, he/she shall be entitled to the following benefits, effective on the first day of absence.

   a. Pursuant to Education Code section 44984, allowable industrial accident leave for bargaining unit members shall be up to sixty (60) working days in any one (1) fiscal year for the same accident. Allowable leave shall not be accumulative from year to year. Industrial accident leave will commence on the first day of absence.

   b. Payment for wages lost on any day shall, when added to an award granted the bargaining unit member under the Workers' Compensation laws of this State, equal his/her regular salary for the day.

   c. A bargaining unit member may return to his/her position following an industrial accident or illness leave at such time as his/her physician determines that there has been sufficient recovery time.

   d. The District shall not deduct from the accumulated sick leave allotment of a bargaining unit member who is absent as the result of an industrial accident or illness.

   e. Industrial accident leave will be reduced by one (1) day for each day of authorized

absence regardless of compensation award made under Workers' Compensation.

f. When an industrial accident or illness leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to carry over to the next fiscal year the amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

g. During such leave, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received as Workers' Compensation because of his/her industrial illness or accident. The District, in turn, shall issue the bargaining unit member appropriate salary warrants for a payment of his/her salary and shall deduct normal retirement and other authorized contributions and deductions.

h. A bargaining unit member receiving industrial illness or accident benefits shall, during the period of illness or injury, remain within the State of California, unless the Superintendent or Designee authorizes travel outside the State.

2. The District may provide for such additional leave of absence for industrial accident or illness as it deems appropriate.

3. Days of absence because of industrial accident and/or illness shall not have adverse effect on a bargaining unit member relative to the attainment of tenure or advancement on the District's salary schedule.

4. Bargaining unit members on industrial accident and illness leave shall continue to be provided with the full range of fringe benefits as provided in this Agreement.

I. Jury Leave

1. A bargaining unit member shall be entitled to as many days of paid leave as necessary for jury duty.

2. The bargaining unit member shall inform his/her immediate supervisor of a summons for jury duty in sufficient time for a substitute to be employed.

3. The juror's fees, exclusive of mileage and meal allowance received by the bargaining unit member, shall be deposited to the credit of the District.

J. Military Leave

Bargaining unit members who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlisted, or are otherwise ordered to active military duty shall be granted such leave and benefits as provided in the Military and Veterans Code Section. Bargaining unit members taking temporary military leave of absence shall with a choice in scheduling request that such service be scheduled so as not to interfere with the school year.

K. Parental (Baby-bonding) Leave

1. A bargaining unit member may apply for and the District shall provide parental leave of absence for natural or adoptive childcare purposes.

2. The District shall provide parental leave as applicable by state and federal law. (see AR 4161.8 http://www.visalia.k12.ca.us/boardpolicies/AR4161-8.pdf).

L. Personal Leave

1. A permanent bargaining unit member may request an unpaid personal leave absence, and such leave may be granted upon approval of the Superintendent. A bargaining unit member seeking a personal leave of absence shall submit a request to the Superintendent, including the reasons and any supporting information related thereto and length of the requested leave.

2. Requests for personal leave in excess of fifteen (15) working days shall normally be limited to the balance of the school semester, or a full school year. A bargaining unit member requesting such an extended personal leave of absence shall submit the request in sufficient time for the Superintendent's consideration and/or presentation to the Board of Education.

3. The unit member shall notify the District in writing on or before February 15th indicating his/her intent to return to regular duty the following school year.

M. Personal Necessity Leave

1. Each bargaining unit member shall be entitled to use up to seven (7) days of his/her paid sick leave allotment during each school year in case of personal necessity. Up to five (5) of these seven days may be used as Discretionary Leave with the conditions as described in Section N.

2. Purposes and/or reasons for which personal necessity leave may be used:

   a. Additional leave beyond that provided in Section IX. C., Bereavement Leave, upon the death an immediate family member.

   b. Accident involving his/her person or property or the person or property of a member of his/her immediate family.

   c. An illness involving the bargaining unit member's immediate family.

   d. To appear in court as a litigant or as a witness under subpoena or court order in a non-district matter.

   e. Any bargaining unit member shall be entitled to the use of up to two (2) days of personal necessity leave annually for participation in the established religious observances of a recognized faith or denomination.

f. Up to two days of personal necessity may be used for the purpose of attending the memorial or funeral service for someone who is not defined as an immediate family member.

g. Bargaining unit members receiving final May 15 notices of layoff in accordance with Education Code 44949(e) for probationary employees and Education Code 44955 for permanent employees, shall be entitled to use up to two (2) days for purposes of participating in verifiable employment interviews.

h. Such other reasons approved by the Assistant Superintendent of Human Resources Development/Designee.

i. Decisions regarding the use of personal necessity for other reasons than specifically stated in Section M (a-g) are not grievable by the unit member or the association.

3. Advance permission must be secured for the use of personal necessity leave at least three (3) days prior to the days upon which the bargaining unit member is to be absent, unless the nature of the emergency prevents such notice. Such advance permission need not be secured for leave taken in items M.2(a), M.2(b), and M.2(c) above.

4. Application shall be submitted on the District's on-line/phone attendance system. Upon return to duty, the bargaining unit member shall complete the District absence form and submit it to the immediate supervisor.

   a. Leave may be taken in hourly, daily, or half day (0.5) increments.

5. Examples of purposes and/or reasons for which personal necessity leave <u>shall not</u> be granted are:
   - Political activities or demonstrations;
   - Vacation, recreation, or social activities;
   - Civic or organization activities;
   - Association activities;
   - Routine personal activities;
   - Job hunting (except in accordance with M.2.g); or
   - Working elsewhere.

N. <u>Discretionary Leave</u>

1. A bargaining unit member may take up to five (5) discretionary days for personal reasons. Under normal circumstances, no more than three (3) days may be used consecutively. If a member wishes to request more than three (3) consecutive days, prior approval from the Superintendent or designee must be obtained at least ten (10) working days in advance.

2. If sick leave is utilized in conjunction with two (2) or more Discretionary days, the District may require a note from a physician for the sick leave. If the physician note is note

provided, there may be consequences which may include a substitute deduct, a pay deduct, and/or disciplinary action. Extenuating circumstances may be considered.

3. If a guest teacher/substitute is required, this leave may be taken in no less than a ½ day increment.

4. If guest teacher/substitute is not required, leave may be taken in one-hour increments.

5. This leave is a paid leave taken from sick leave/personal necessity.

6. Eight (8) percent (rounded to the nearest whole number) of the bargaining unit members at a site may take discretionary leave on the same day.

   - As an example of rounding to eight (8) percent: If a site has 18 certificated bargaining unit members, 8% would be 1.44. This would allow one (1) unit member to take discretionary leave on a given day.

   - As an example of rounding to eight (8) percent: If a site has 19 certificated bargaining unit members, 8% would be 1.52. This would allow two (2) unit members to take discretionary leave on a given day.

   - Each site, regardless of the number of certificated unit members, would be allowed to have one (1) unit member take discretionary leave on a given day.

7. Such leave may not be used for:

   - Political activities, unless approved by the Superintendent;
   - Association Activities, unless approved by the Assistant Superintendent, HRD; or
   - Working elsewhere.

O. Pregnancy Disability Leave

1. The District shall provide for a leave of absence for any bargaining unit member of the School District who is required to be absent from duties because of disability caused by or contributed to pregnancy, miscarriage, childbirth, and recovery therefrom.

2. Any bargaining unit member who is pregnancy shall be entitled to the use of sick leave for maternity purposes when there is disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.

3. A bargaining unit member using maternity leave shall have the option of either receiving or not receiving salary payment during the period of disability. Each day for which payment is received shall be charged against the bargaining unit member's accumulated sick leave.

4. The length of the maternity leave of absence, including the date on which the leave shall commence and the date on which the bargaining unit member shall resume duties, shall be

determined by the bargaining unit member and the bargaining unit member's physician. The bargaining unit member shall normally give fifteen (15) days notice prior to beginning and terminating the maternity leave of absence by providing the District with written notice from the bargaining unit member's physician.

5. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

   a. Health and dental insurance benefits to which the District makes contributions shall continue during a pregnancy disability leave.

   b. Except as otherwise provided by this Article, written and unwritten employment policies and practices of the District Shall be applied to a disability due to pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions applied to other temporary disabilities.

P. Reproductive Loss Leave

1. A bargaining unit member may apply for and the District shall provide reproductive loss leave of absence for the purposes of miscarriage, stillbirth, failed adoption, failed surrogacy and unsuccessful assisted reproduction.

2. The District shall provide reproductive loss leave as applicable by state and federal law.

Q. Sabbatical Leave

A bargaining unit member may be granted a leave of absence for the purpose of professional study or travel which will benefit the educational program of the District.

1. A bargaining unit member, who has served not less than seven (7) consecutive years, shall be eligible to apply for a sabbatical leave. At the discretion of the Board, up to 1% of the eligible bargaining unit members may be granted sabbatical leaves.

2. A bargaining unit member requesting sabbatical leave consideration shall submit a Sabbatical Leave Application form by January 15th preceding the school year for which the leave is requested. By February 15th the Superintendent shall submit a recommendation regarding qualifying sabbatical leave applications. By March 15th the Board shall take action on sabbatical leave requests.

3. Sabbatical leaves shall not be less than one semester nor more than two semesters in duration.

4. The bargaining unit member shall not accept gainful employment while on sabbatical leave without prior written approval of the Superintendent. A bargaining unit member granted a sabbatical leave shall receive such District compensation as represents the difference between the salary the bargaining unit member would have received and that of the replacement. If a replacement is not employed, the bargaining unit member granted the leave shall be compensated by the District at the rate of 50% of the salary that would have been received had active service continued.

5. Two options for method of payment shall be:

   a. Bond: A bargaining unit member on sabbatical leave may elect to be paid in the same manner as though active service continued to be with the District, upon the furnishing of a suitable bond indemnifying the District against loss should the bargaining unit member fail to satisfactorily complete the leave conditions, and render service for at least twice the length of the leave at the conclusion of the leave of absence. The bond shall be exonerated in the event the failure to render the agreed upon services is due to death, or physical or mental disability of the bargaining unit member. Sabbatical leave shall count toward regular salary schedule advancement, if any, and retirement credit.

   b. No Bond: A bargaining unit member on sabbatical leave may be paid in two (2) equal installments: one shall be paid at the end of the first year (or semester, if one semester leave granted), and the other at the end of the second year (or semester, if one semester leave granted) of active service following the leave.

6. The bargaining unit member shall, within 60 days following return to active service, submit a comprehensive report to the Superintendent certifying the successful fulfillment of the terms and conditions under which the leave was granted. This comprehensive report may include but is not limited to such items as:

   a. Official transcripts of all completed course work.
   b. A complete travel itinerary.
   c. Recommendation of how the sabbatical leave results may be shared with students and the staff.
   d. A complete file on all pertinent materials either developed or collected during the leave, and a recommendation for use within the District.

Failure to provide this report shall result in forfeiture of all leave compensation. The bargaining unit member shall normally be reinstated to the same job classification and position at the same site held immediately prior to the sabbatical leave unless the bargaining unit member and the District mutually agree to an alternate classification, position, and/or site assignment.

R. Sick Leave

Each bargaining unit member employed five (5) days a week shall be entitled to ten (10) days leave of absence for illness or injury with full pay for the school year of service. Agriculture

Teachers who work on a 225 day contract at the comprehensive high schools and VTEC who are employed five (5) days a week shall be entitled to twelve (12) days of absence for illness or injury with full pay for the school year of service.

1. Unused sick leave shall be accumulated from year to year.

2. Accumulation of credit for leave of absence (for illness or injury) need not occur prior to taking such leave by the bargaining unit member, and such leave of absence may be taken at any time during the school year.

3. Bargaining unit members employed as full-time summer personnel shall be entitled to one (1) day leave of absence for illness or injury with a summer school day's pay for each summer session worked. Such leave shall not be accumulated, nor shall it be deducted from any sick leave accrued under section R or R-1 of this Article.

4. The District may require a physician's verification of illness if a bargaining unit member has been on sick leave for three (3) consecutive days.

5. The District shall provide each bargaining unit member with a written statement of his/her accumulated sick leave. Such statement shall be provided no later than November 1 of each school year on a monthly pay check provided that the Tulare County Office of Education continues to issue paychecks in the current format.

ARTICLE X
SALARIES

A. Salary Schedules

1. The Teacher Salary Schedule shall be attached as Appendix ~~D~~E-1. The Counselor Salary Schedule shall be attached as Appendix E-2. The High School Agriculture Teacher Salary Schedule shall be attached as Appendix E-3. The Speech Language Pathology Salary Schedule shall be attached as Appendix E-7.

1. The District shall grant, upon initial employment, a maximum of fifteen (15) years of credit for placement on the salary schedule. Credit will only be awarded for previous verifiable teaching experience for full-time position(s) within the United States so long as the certificated employee possessed a valid teaching credential for each year of experience credit requested. For any employee hired between July 1, 2008 and January 1, 2015, a maximum of ten (10) years of previous verifiable teaching experience was or shall be granted for initial placement on the salary schedule. For any employee hired prior to July 1, 2008 with a start date prior to the first day of the contracted 2008-09 school year, a maximum of seven (7) years of previous verifiable teaching experience credit was or shall be granted for initial placement on the salary schedule.

2. The Special Teacher Stipends are set forth in Appendix E-4. The Extra Duty Teacher Stipends are set forth in Appendix E-5. The Miscellaneous Teacher Salary Schedule is set forth in Appendix E-6.

3. The Adult School Teacher Salary Schedule is set forth in Appendix E-8. The Adult School Hourly Teacher Salary Schedule is set forth in Appendix E-9. The Adult School Counselor Schedule is set forth in Appendix E-10. The Adult School Annual LVN Teacher Salary Schedule is set forth in Appendix E-11.

B. Per Diem Pay

A unit member who works less than the contracted duty year shall receive the per diem equivalent for his/her position for the actual contracted days served.

C. Payment Procedures

1. Unit members will be paid in twelve (12) approximately equal payments to commence on the last working day of August. The approximately equal payments shall be based upon the unit member's base pay for their contracted position. Extra duty pay, time sheets, prep buyouts and other similar additional earned income shall be paid through regular pay warrant processes and shall not be considered for the purposes of determining equal payments. Pay warrants shall be made on the last working day of the month.

2. Payroll Procedures

a. Automatic Payroll Deposit - As of July 1, 2018, all new hires may choose automatic payroll deposit as a payment option.

b. Debit Card - As of July 1, 2018, all new hires may choose a debit card as a payment option.

c. Physical Pay Warrants (paycheck)

i. All current employees who receive a physical (paper) pay warrant (paycheck) as of July 1, 2018, will be allowed to continue receiving such pay warrant until they choose another payroll method or until their separation from the District.

ii. Once an employee chooses to discontinue using a physical pay warrant (paycheck), they will not have the option to return to a physical pay warrant (paycheck).

iii. As of July 1, 2018, new hires do not have an option of receiving a physical pay warrant (paycheck).

iv. On months when the last day of the month is a non-work day, physical checks will be mailed to the most recent address listed in the payroll system. Due to variations in the U.S. Postal Service, we cannot guarantee delivery on the last day of the month.

v. Employees will not have the option of picking up a pay warrant (paycheck) at the District Office.

D. Preparation Period Payments

K – 12 unit members who voluntarily relinquish their preparation period to teach an additional course for all or a portion of the school year shall be compensated as follows on a pro rata basis: At the K-8 grade levels, full-time elementary, and middle school unit members, (excluding Special Education unit members) shall receive a stipend totaling 14% of their annual base salary. At the 9-12 grade levels, full-time high school unit members (excluding Special Education unit members) shall receive a stipend totaling 16.6% of their annual base salary.

E. Mileage

A unit member who is required to use his/her automobile in the performance of his/her duties shall be reimbursed for such travel. A unit member who is assigned to more than one school shall be reimbursed for travel between schools. Intradistrict mileage as approved will be figured on a monthly basis at the prevailing adopted District rate.

F. Instructional Materials

The District shall provide each elementary school classroom unit member with one hundred twenty-five dollars ($125.00) and each middle school or high school classroom unit member with sixty dollars ($60.00) per school year for the duration of this Agreement to be used for out-of-pocket expenses for instructional materials.

G. Extra Compensation

The District may offer extra compensation for recruitment purposes. The extra compensation may include, but will not be limited to, signing bonuses, assistance with credential programs, and/or assistance with training and certification programs. The District may offer this compensation to recruit candidates not currently employed by the District or to current employees who are willing to add an additional authorization or switch to a difficult to fill assignment. The District will consult with the Association if it intends to offer such compensation.

H. Taxes and Retirement

State and federal tax agencies operate independently of the District, as does CalSTRS and CalPERS. All of those agencies, and not the District or the Association, ultimately control tax and retirement matters. Thus, neither the District nor the Association make any promise, representation or warranty with respect to any tax or retirement consequences of this Agreement, including but not limited to, whether specific form of work constitute creditable service or whether specific forms of compensation are creditable for retirement purposes. Unit members shall be responsible for their own tax and retirement planning.

ARTICLE XI
REDUCED SERVICES EMPLOYMENT

A. General

The Visalia Unified School District shall make available to the members of the bargaining unit the following special provisions which those bargaining unit members may utilize should they, effective at any time after reaching age fifty-five (55), elect not to continue to render full-time, regular contract service to the District. Participation in the program shall be entirely voluntary on the part of a bargaining unit member and permissive on the part of the Governing Board. The District may permit those persons opting for reduced services employment (Education Code section 22724 and 44922) to reduce their regular contract work load from full-time to part-time and have their retirement benefits paid based on full-time employment.

B. Qualifications

In order to be considered for participation in this plan, herein described, a bargaining unit member must possess the following qualifications:

1. Have completed ten (10) full years of service in the Visalia Unified School District by the date of anticipated entrance into the plan. Time spent under an approved leave of absence shall not be counted as service time in meeting this qualification.

2. Be over the age of fifty-five (55) on the date of anticipated entrance into the plan.

3. The bargaining unit member shall submit a formal letter of resignation, to the District, from full-time employment to half-time employment.

C. Procedure

1. The bargaining unit member who is interested shall submit an application to the District by January 15th of the year preceding the school year of requested reduced services.

2. The application shall explain a proposed program of half-time duties.

3. The Board may grant those requests deemed to be beneficial to the District.

D. Length of Service

Length of service under this plan provided annually by the bargaining unit member shall be through a half-time daily schedule or through full-time service for one-half of the days in the school year, subject to mutual agreement of Parties.

E. Kinds of Service

Kinds of service under this plan to be performed by the bargaining unit member shall be the same as those he/she would normally render as a full-time a bargaining unit member unless some other mutually agreeable set of service(s) are arrived at by the Parties and defined in the supplementary agreement.

F. Compensation

1. The bargaining unit member who is granted such reduced services contract shall be paid one-half of the scheduled salary he/she would have received as a full-time bargaining unit member.

2. During the period of reduced services the bargaining unit member and the District shall make contributions to the State Bargaining unit member's Retirement System in the same manner as though the bargaining unit member were serving in and paid for full-time service.

3. A bargaining unit member granted a reduced services employment contract will be afforded the fringe benefits package in accordance with Article XII, Paragraph B, excluding the requirements for fifteen (15) years of service to the District.

G. Return to Full-Time Employment

A bargaining unit member may return to full-time service with the mutual consent of the bargaining unit member and the District.

ARTICLE XII
EMPLOYEE BENEFITS

A. Health and Welfare Benefits

1. Health and Welfare Benefits

a. The District shall provide eligible bargaining unit members and their eligible dependents with health, dental and vision insurance plans. The District shall also provide an Employee Assistance Program and a $50,000 life insurance policy on each bargaining unit member receiving health benefits except as set forth below.

b. The District's health and welfare benefit plan is the 80-20 plan with deductibles of $300/$600 and co-insurance maximum of $1000/$3000 with a $30 doctor office co-pay, $200 emergency room co-pay provided by Self Insured Schools of California (SISC) as a PPO plan. The District's prescription plan is RX G 100/5-20. The District's vision plan is VSP provided by Vision Service Plan.

c. Starting in the 2026-2027 school year, the District will contribute an additional $1,029.34 per year to the total annual contribution per plan participate, bringing the District's total contribution to $17,583 of the total benefit cost of $20,189.16 per plan participant.

d. The District's total annual contribution per plan participant shall be $17,583. The Employee contribution shall be $1,804 per year for a single payer, over eleven months for a monthly contribution of $164 for a single payer. Bargaining unit members shall pay the remaining costs as set forth in Section A1e. below until negotiated otherwise.

e. All bargaining unit members shall contribute $1,804 per year for employee coverage and, in addition, bargaining unit members shall pay the amounts set forth below if a unit member elects spouse/domestic partner coverage or dependent coverage. Employee contributions for a spouse/domestic partner enrolled in the District's plan shall be $880 per year. Employee contributions for dependents enrolled in the District's plan shall be $330 per dependent per year for a maximum of three (3) dependents. All employee contributions shall be paid through monthly payroll deductions on an eleven (11) month basis.

f. Part-time unit members who work less than 50% of a full-time assignment shall not be eligible for health benefits.

g. Part-time unit members working at least 50% but less than 75% of a full-time assignment will be provided the health benefit package, excluding life insurance, provided to full-time unit members upon the timely payment of 50% of the District's cost to provide full time health benefits through monthly payroll deduction on an eleven (11) month basis.

h. Part-time unit members working at least 75% of a full-time assignment will be provided the same health benefit package, on the same terms and conditions, provided to full-time unit members.

i. The District shall provide each unit member the yearly option of participating in the IRS Section 125 Flexible Benefit Plan.

j. A husband and wife who are both members of this bargaining unit shall be able to cross file for payment of claims after applicable deductibles and co-pays in accordance with SISC guidelines.

k. Unit members shall, along with their eligible dependents, enroll for coverage within 30 days of the unit member's employment, change in hours, or change in circumstances, through the process required by the District's benefit providers. Unit members not enrolling within 30 days shall be required to undergo physicals at their own expense to prove insurability.

l. During May each year, the Insurance Committee shall make recommendations to the District and Association negotiating teams to maximize benefits, minimize health care costs, and determine cost containment strategies for the upcoming year.

m. If a unit member's employment terminates following the last day of the academic year (e.g. early June) and before the commencement of the ensuing academic year (e.g. mid-August), such unit member shall be entitled to continued coverage under the health, dental and vision insurance plan until September 30 of ensuing school year.

B. Retirement Benefits

1. For a period of up to ten (10) years, the District shall provide any requesting retiring bargaining unit member (and their eligible dependents) who retires after reaching age fifty-five (55) and prior to age when the retiree is eligible for Medicare, and who has completed at least fifteen (15) years of service to the District, the health, dental, and vision insurance plan, excluding life insurance and the employee assistance program, on the same basis as current bargaining unit members, until the retiree bargaining unit member exhausts their ten (10) years of eligibility for retiree health benefits or becomes eligible for Medicare.

2. Upon exhaustion of their ten (10) year of eligibility for retiree health benefits of becoming eligible for Medicare, the retiree bargaining unit member may, upon approval by the carrier, purchase medical coverage for him/herself and eligible dependents by paying the required premiums in accordance with procedures established by the District.

3. If a retiree does not qualify for the health benefits described above, such retiree shall have the option of continued participation in the District's health, dental and vision insurance plans by paying required premiums in accordance with established procedures.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an allegation by one or more bargaining unit members that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

2. A "grievant" is a bargaining unit member or bargaining unit member(s), including the Association, making the allegation.

3. The "immediate supervisor" is the administrator having immediate jurisdiction over the grievant.

B. Purpose

1. The purpose of this procedure is to resolve grievances at the lowest possible level.

2. Both Parties agree that proceedings will be kept informal and confidential.

3. Appropriate grievance forms are part of this Agreement as Appendix F.

C. Informal Procedure

1. A bargaining unit member should normally seek solutions to grievances through informal discussion with his/her immediate supervisor prior to initiating a formal grievance.

2. Nothing contained in this Article shall limit the right of any bargaining unit member to such discussion and to have the matter resolved without intervention by the Association provided that the resolution of the grievance is consistent with the terms of this Agreement.

3. While informal resolution is encouraged, the informal process shall not affect the timelines required under Section D. below.

D. Formal Procedure

1. Level 1: Immediate Supervisor

a. To process a grievance, a grievant shall present the grievance in writing concurrently to his/her immediate supervisor and the President of the Association specifying the specific section(s) of the Agreement alleged to have been violated, the specific factual basis for that claim, an explanation of why the claimed facts result in a

grievance, and the remedy requested within twenty (20) days of the time the bargaining unit member knows or could have reasonably been expected to know the occurrence of the act or omission giving rise to the grievance.

b. The immediate supervisor and grievant shall meet as soon as possible and, in all events, within ten (10) days of receipt of grievance.

c. The immediate supervisor shall reply in writing within fifteen (15) days from the date the Level I grievance was filed with the immediate supervisor.

2. Level II: Assistant Superintendent

a. If the grievant is not satisfied with the disposition at Level I, the grievant may, within fifteen (15) days after the receipt of the decision at Level I, file the grievance in writing concurrently to the Assistant Superintendent, Human Resources or his/her designee and the President of the Association.

c. The Assistant Superintendent/designee and the grievant shall meet as soon as possible and, in all events, within ten (10) days of receipt of the Level II grievance.

d. The Assistant Superintendent/designee shall reply in writing within fifteen (15) days from the date the Level II grievance was filed with the Assistant Superintendent/designee.

3. Level III: Assistant Superintendent and VUTA President

a. If the grievant and the Association are not satisfied with the disposition at Level II, the grievant and the Association may, within fifteen (15) days after the receipt of the decision at Level II, file the grievance in writing concurrently to the Assistant Superintendent, Human Resources or his/her designee and the President of the Association.

b. The Assistant Superintendent/designee, Association President/designee, District representative(s), Association representative(s) and the grievant shall meet as soon as possible and, in all events, within twenty (20) days of receipt of the Level III grievance. At this meeting, the Parties shall review all facts and explore possible settlement options in an effort to resolve the matter. Both the District and the Association representatives attending the meeting must have authority to resolve the grievance.

c. If resolution is reached, the agreement shall be reduced to writing and the grievance shall be considered resolved in accordance with the terms of the settlement agreement. If no resolution is reached, the Assistant Superintendent/designee shall issue a written statement that no agreement was reached. The statement from the Assistant Superintendent/designee shall create the deadline for the grievant to proceed to Level IV. The Assistant Superintendent/designee shall issue a statement of no agreement

within five (5) days of the Level III meeting.

4. Level IV: Mediation

a. If the grievant and the Association are not satisfied with the decision at Level III, the Association and grievant may file a request with the Assistant Superintendent of Human Resources to mediate the grievance within fifteen (15) days after receipt of the Level III response. If a timely request for mediation is filed, the District and the Association shall mediate the grievance. The Parties shall endeavor to agree upon a mediator. If a mediator is not selected by mutual agreement within fifteen (15) days after the District's receipt of the request to mediate, the District shall request in writing that a mediator from the California State Mediation Service be assigned to the case.

b. After a mediator has been assigned, the Parties shall agree on date(s) for the mediation and the mediation shall be conducted. If the Parties are unable to agree on a date for the mediation, the mediator will set a date for mediation which shall be communicated in writing to both Parties.

c. If the grievance is resolved during mediation, the resolution shall be specified in writing and the grievance shall be withdrawn in accordance with the terms of the settlement agreement.

5. Level V: Binding Arbitration

a. If the grievance is not resolved at Level IV, the grievant may, within fifteen (15) days after the mediation meeting or waiver, request in writing that the Association submit the grievance to binding arbitration.

b. The Association shall retain full and complete authority to determine whether or not the grievance shall be forwarded to binding arbitration.

c. If the Association elects to proceed to binding arbitration, the Association will provide written notice to the Superintendent or his/her designee within thirty (30) days after receipt of the decision at Level IV to submit the grievance to arbitration.

d. Within fifteen (15) days of such notification, representatives of the District and the Association shall meet and determine whether additional settlement efforts are advisable. If the District and the Association agree that there is no resolution, the grievance should proceed to arbitration. The District and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the Parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the California State Mediation and Conciliation Services. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association and District shall each pay their respective charges required by the

American Arbitration Association.

e. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the grievance.

f. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issue(s) within ninety (90) days of submittal of closing briefs or arguments. If the Parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and each party's response at each level

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g. The arbitrator shall have no power or authority to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance and the appropriate remedy, if any. The arbitrator may not make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper.

h. After a hearing and after both Parties have had an opportunity to make written arguments, the arbitrator shall submit a decision in writing to both Parties. The decision of the arbitrator shall be binding upon both Parties.

i. All costs for the services of the arbitrator, including, but not limited to per diem expenses, travel and subsistence expenses, and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

j. This grievance and arbitration procedure is to be the unit members' and the Association's sole and final remedy for any claimed breach of this Agreement.

E. <u>Grievance - General</u>

1. Representation/Reprisals

a. A grievant may be represented at all stages of the grievance by an Association representative(s).

b. No reprisals will be taken against any party by reason of such participation in the grievance procedure.

c. When it is necessary for a representative designated by the Association to process a grievance or to attend a grievance meeting or hearing during the day, he/she will be released without loss of pay in order to permit participation in the foregoing activities. The District shall attempt to schedule grievance meetings and hearings at times which do not conflict with instructional duties. Any bargaining unit member or grievant who

is requested by the District to appear in investigations, meetings, or hearings as a witness will be accorded the same right.

2. Timelines

a. Time limits may be extended by mutual written agreement.

b. If a grievance is filed after April 25th, the time limits as set forth herein may be reduced by mutual agreement of the Parties, in order to complete the grievance procedure prior to the end of the regular school year, or as soon as practicable.

c. Failure of the appropriate administrator to timely respond at Levels I or Level II of the grievance procedure shall result in the grievance being automatically forwarded to the next level.

d. If a grievant and/or the Association fails to timely file a grievance or take a grievance to the next level within the specified time period, the grievance shall be considered settled on the basis of the decision made by the District at the last level.

3. Initiation of Grievance at Level II/Consolidation

a. If a grievance arises from an act, inaction or omission on the part of a member of the administration who is the member's immediate supervisor, the grievant may submit such grievance in writing at Level II. If the Assistant Superintendent/designee has reason to believe the grievance can be resolved with the grievant's immediate supervisor, the Assistant Superintendent/ designee may remand the issue to Level I.

b. If the same or substantially the same grievance is made by more than one grievant with the same supervisor, the grievants shall select one individual who shall process the grievance on behalf of all grievants. Names of all grievants shall appear on any documents related to the grievance.

c. If bargaining unit members at different schools file grievances on the same subject, the Association may consolidate the grievances and initiate the grievance at Level II.

4. Documentation/Record Keeping

a. Decisions rendered at the formal levels of the grievance procedure will be in writing and will be transmitted promptly to the grievant and to the President of the Association.

b. The District shall supply adequate copies of necessary forms for processing grievances.

c. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the file of

any of the participants unless otherwise agreed to or ordered by the arbitrator.

d. If at any time an agreement is reached that resolves the grievance, the agreement shall be reduced to writing and shall be signed by the grievant, the Association President or designee and the District. Agreements and decisions resolving grievances shall be non-precedential and shall constitute a full, final and comprehensive settlement of the grievance.

5. To encourage settlement and resolution at the lowest possible level, all grievance related discussions including, but not limited to, conversations with the mediator or in the presence of the mediator will be confidential.

ARTICLE XIV
DISTRICT RIGHTS

A. The District retains all its vested rights, powers, and authority to manage and direct its affairs to the extent limited by law and not otherwise limited by the provision of this Agreement. Included in those powers and authority are the rights to:

1. Manage and direct its own operations and its certificated personnel; such direction to be for the purposes directed by District goals including, but not limited to greater pupil performance and high staff morale.

2. To determine its goals, objectives, and educational philosophy.

3. To ensure the rights and educational opportunities of students.

4. To determine staffing patterns and the classification of positions.

5. To determine the curriculum.

6. To determine, develop, and implement its budget and procedures thereof.

7. To determine the methods of raising revenue.

8. To contract or discontinue work for operational or economic reasons.

9. To hire, assign, evaluate, promote, and terminate bargaining unit members.

10. To discipline bargaining unit members in accordance with contractual agreements, District policy and State and federal law.

11. To build, move or modify the facilities.

B. In the event an emergency affects the ability of the District to comply reasonably with any provision of this Agreement, said provision may be altered by the District only to the extent and for the time necessary to meet the emergency.

ARTICLE XV
LONG TERM EARLY RETIREMENT

A. General

VUSD and VUTA will consider all retirement incentive programs legislation made for certificated bargaining unit members meeting criteria set forth by the program. The District will participate if there is a net cost savings realized through the retirement of all its employees who retire under the guidelines established for the incentive program.

B. Fringe Benefits

Bargaining unit members retiring under this article shall be afforded the fringe benefits package based on the requirements of Article XII, Employee Benefits, Paragraph B.

ARTICLE XVI
PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

A. There shall be Peer Assistance and Review (PAR) Program, hereafter referred to as "Program," for all permanent bargaining unit members. The goal of Peer Assistance and Review is to improve the quality of teaching. The PAR Program provides a mechanism whereby exemplary bargaining unit members assist other bargaining unit members in one or more of the areas of subject matter knowledge, instructional strategies and teaching methodology. The Program shall have two components.

1. Permanent Bargaining Unit Member Peer Assistance Program: This component shall provide peer assistance to permanent bargaining unit members who receive an "unsatisfactory" evaluation in the area of subject matter knowledge, instructional strategies, and/or teaching methodology. Bargaining unit members receiving an "unsatisfactory" evaluation in the area of subject matter knowledge, instructional strategies and/or teaching methodology will be referred to the PAR Program by the principal or designated evaluator for assistance under this Program.

2. Voluntary Bargaining Unit Member Peer Assistance Program: This component shall provide assistance to bargaining unit members who volunteer for the Program.

   a. Bargaining unit members desiring assistance in improving their teaching practice may apply to the Program for such assistance on a confidential basis. The PAR Panel shall have the authority to accept or reject such requests.

   b. If a bargaining unit member is accepted into the PAR Program as a volunteer, documentation will not be placed into the personnel file only so long as participation continues on a voluntary basis.

B. Peer Assistance and Review Panel

1. The Program shall be governed by the PAR Panel composed of seven (7) members, a majority of whom shall be certificated bargaining unit members chosen by the Association. Both the Association and the District will name alternates to serve should a conflict of interest arise. The remaining members of the Panel shall be certificated administrators selected to serve on the Panel by the superintendent or his/her designee. A quorum for Panel meetings shall be two- thirds of the membership with the bargaining unit members making up the majority. Decisions shall be made by consensus when possible. Should a vote be required, action must be taken on an affirmative vote of at least five members.

   a. Panel members will be selected by December 1 of each year and serve staggered terms of three years.

   b. Qualifications of the bargaining unit member members of the Panel shall be the same

qualifications as for the consulting bargaining unit members.

c. If a member of the Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.

d. District staff designated to assist the PAR panel will include the Assistant Superintendent of Human Resources Development or his/her Administrative designee.

2. The PAR Panel shall be responsible for:

a. Selecting its own chairperson;

b. Establishing its own rules for procedures;

c. Providing training for PAR Panel members as needed;

d. Establishing a process to assess yearly need for services of consulting bargaining unit members;

e. Establishing a procedure for application and selection of consulting bargaining unit members, which includes letters of recommendation from one site administrator and one permanent classroom bargaining unit member within the District;

f. Arranging appropriate training for consulting bargaining unit members;

g. Accepting referral for permanent bargaining unit member peer assistance from principals or designated evaluators;

h. Sending written notification of participation in the PAR Program to the participating bargaining unit member, consulting bargaining unit member, and the principal or designated evaluator;

i. Meeting at least four (4) times annually, if required based on referred teachers to review the work of the consulting bargaining unit members with their caseloads. Generally, the Panel shall meet within the Panel members' workday; however, work after 3:30 p.m. shall be compensated in the following manner according to Appendix C-4, Hourly Rate Salary schedule;

j. Monitoring the work of consulting bargaining unit members and their documentation;

k. Reviewing peer review reports prepared by consulting bargaining unit members;

l. Monitoring the progress of the permanent bargaining unit member peer assistance program, including making reports to the Board of Education regarding PAR Program participants and informing the Board of the name of PAR participants who have not

demonstrated "satisfactory improvement" after receiving sustained assistance from a consulting bargaining unit member. All reports pursuant to this provision shall be made to the Board of Education no later than the second Board meeting in April of the school year in which the PAR Program was utilized to assist a bargaining unit member;

m. Recommending a budget for the Program, subject to Board approval.

3. A panel member shall neither participate in discussion nor vote on any matter in which he or she has a personal conflict of interest.

C. Consulting Bargaining Unit Members

1. The number of consulting bargaining unit members shall be determined by the PAR panel which will consider district needs and budgetary constraints. The PAR panel will utilize the services of the Human Resources Development staff.

2. Consulting Bargaining Unit Members shall have staggered terms. Approximately half of the consulting bargaining unit members shall have two-year terms and the remainder three-year terms. After the start-up period, each Consulting Bargaining unit member shall have a three-year term.

3. All such terms are subject to annual evaluation by the Panel. The documentation of such evaluation shall not be made a part of the consulting bargaining unit member's personnel file, except upon the written request of the individual Consultant Bargaining Unit Member.

4. Full time consulting bargaining unit members shall be evaluated according to the provisions of Article VII by the Administrator for Human Resources Development or designee.

5. The Parties do not see the position of Consulting Bargaining Unit Member as a part of the career ladder of an individual who seeks to be an administrator in the District.

6. Consulting Bargaining Unit Members must be selected by the PAR Panel and they are assigned by the Administrator of Human Resources Development or designee to assist another bargaining unit member who is in need of development of subject matter knowledge, instructional strategies, and/or teaching methodology.

7. In order to be selected as a Consulting Bargaining Unit Member, a bargaining unit member must possess the following requisite minimum qualifications:

a. Permanent status as a credentialed bargaining unit member in the District;

b. Five (5) years of recent classroom teaching experience;

c. Demonstrated exemplary teaching ability as provided by Education Code Section

44550 and reflected in the applicant's performance evaluations;

d. Effective leadership skills;

e. Demonstrates understanding of adult learning;

f. Evidence of ongoing professional growth;

g. Demonstrates effective communication skills and maintains strong interpersonal relationships;

8. Consulting Bargaining Unit Members shall be selected in the following manner:

a. Candidates must file an application with the Panel.

b. Panel members may observe candidates for consulting bargaining unit member performing in their classrooms prior to the selection. Observations will be arranged with the site administrator and the candidate.

c. The Panel shall interview the candidates.

d. The Panel may establish additional procedures for selecting consulting bargaining unit members, which shall be made known in advance to all candidates.

e. Selection of a consulting bargaining unit member shall be by majority vote of the Panel.

f. Candidates shall be screened by the Assistant Superintendent of Human Resources Development and the VUTA President prior to being selected for an interview and, with agreement, they shall have the authority to disqualify a candidate for consideration. In the absence of agreement, the candidate will be included in the interview process if all required documents have been submitted as required in the application process.

9. Pending funding, full time consulting bargaining unit members will be released from their teaching duties to serve as consulting bargaining unit members. Each consulting bargaining unit member will have a case load of 10 to 12 bargaining unit members. Such bargaining unit members will work a 195 day work year at their contracted daily rate and will be put on a grid. Mileage will be paid for Consulting Bargaining Unit Members who travel from campus to campus.

10. Pending funding, part time consulting bargaining unit members will be released for part of the day to serve as consulting bargaining unit members. A bargaining unit member released for half the day will have a caseload of no more than four (4) beginning bargaining unit members. Such bargaining unit members will work a 190 day work year at their contracted daily rate. Mileage will be paid for Consulting Bargaining Unit Members who travel from

campus to campus.

a. At the elementary level, bargaining unit members serving as consulting bargaining unit members will be released for part of the day. If appropriate, they may job share under the provisions of Article XVII.

b. At the middle and high school level, bargaining unit members serving as consulting bargaining unit members will be released for three periods.

9. Consulting Bargaining Unit Members shall provide a minimum of an average of 1 to 2 hours of assistance per week as documented on an assistance log. A bargaining unit member who provides services to a teacher referred to PAR shall be paid $400 per month for services rendered beginning the 2009-10 school year.

10. A bargaining unit member participating in the PAR Program may select his or her consulting bargaining unit member with approval by the PAR Panel.

11. A voluntary participant seeking help in subject matter areas or grade level information, may receive up to 36 hours of support annually from a subject matter expert. This match will be coordinated by the PAR Panel and the Administrator, Human Resources Development. Selected Support Providers will be given first consideration for this bargaining unit member support. A bargaining unit member who is selected to provide support services for a voluntary participant shall be paid on an hourly basis (time sheet) for a maximum of 36 hours per school year at the ECR rate for assistance provided outside the regular school day.

D. Retired Consulting Bargaining Unit Member Procedures

1. Retired bargaining unit members with recent contracted classroom experience may apply for a position of Consulting Bargaining Unit Member and may only work with volunteer bargaining unit members. Recent classroom experience is defined as within three years of retirement, or recent school related work, for example supervision of student bargaining unit members within the classroom setting.

2. Retired Consulting Bargaining Unit Member applicants must have at least fifteen years of successful* classroom teaching experience, ten years of which must be in VUSD.

* As evidenced by positive evaluations, National Board certification (NBPTS), Beginning Bargaining unit member Support and Assessment (BTSA) Support Provider, Master Bargaining Unit Member, or equivalent qualification.

3. Retired Consulting Bargaining Unit Members shall be selected in the following manner:

- Candidates must file a completed application, two letters of reference, and a resume with the Panel.

- The Panel shall interview and approve all candidates.

- The Panel may establish additional procedures for selecting Retired Consulting Bargaining Unit Members, which shall be made known in advance to all candidates.

- Selection of a Retired Consulting Bargaining Unit Member shall be by majority vote of the Panel. (VUTA Contract, Article XVI, C.8.)

4. Retired Consulting Bargaining Unit Members may be paid the daily bargaining unit member ECR rate up to $1,000 or 36 hours for the school year, depending on the type of support offered beginning the 2009-10 school year.

E. Permanent Bargaining Unit Member Peer Assistance Program

1. The purpose of this Program is to provide assistance and renew quality teaching and offer remediation to permanent bargaining unit members whose performance has been evaluated as "Unsatisfactory" on the Summary Evaluation Form 3A because of three (3) or more "Needs to Improve" markings. In addition, it shall be the obligation of the Panel to report the results of this intervention to the Board of Education of the District.

2. This Program shall be limited to addressing those areas of performance set forth in the evaluation document encompassed in the areas of subject matter knowledge, instructional strategies, and/or teaching methodology and, with agreement, may include additional areas of need as agreed to by both the referred teacher and the administrator who conducts the evaluation of the teacher.

3. Assistance provided by the consulting bargaining unit member shall focus on no more than two (2) specific areas recommended for improvement on the participating bargaining unit member's evaluation.

4. Assistance activities shall be intense and multifaceted, and shall be preceded by a conference when the bargaining unit member receives the "unsatisfactory" evaluation or as soon as practicable (i.e. upon appointment of consulting teacher). The conference shall involve the bargaining unit member being referred, the evaluator, and the consulting bargaining unit member to begin the development of an assistance plan. If the permanent bargaining unit member so desires, the Association shall provide representation in this meeting.

5. The assistance shall be provided by consulting bargaining unit members under this Article and shall be closely monitored by the PAR Panel.

6. The Parties understand that every possible subject matter competency may not be available within the corps of consulting bargaining unit members. Therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the consulting bargaining unit member shall maintain primary responsibility for the assistance plan, but may function more like a facilitator who assures the

availability of appropriate resources.

7. The course of assistance shall include one or more of the following:

   a. Multiple classroom observations by the consulting bargaining unit member;

   b. Opportunities for the bargaining unit member receiving assistance to observe exemplary practice;

   c. District provided professional development opportunities;

   d. Conference attendance, possibly in the company of a consulting bargaining unit member or subject area specialist;

   e. Other forms of assistance, including the use of a subject area specialist, which the consulting bargaining unit member or the panel may deem appropriate.

8. Communication between the consulting bargaining unit member and principal / evaluator shall be ongoing.

9. Written peer review reports will be submitted to the Panel by the consulting bargaining unit member every 4 to 6 weeks. The coach will share all written and verbal reports during the conference with the bargaining unit member prior to submission to the Panel. A copy of the written reports will be provided to the principal evaluator.

10. Nothing in this article precludes the principal/evaluator or District from doing informal observations nor from notifying the bargaining unit member verbally and/or in writing regarding incidents or events related to the bargaining unit member's fulfillment of his or her professional obligations.

11. The consulting bargaining unit member shall submit a written final report regarding the bargaining unit member's participation in PAR to the Panel no later than April 1. This report shall describe the measures of assistance provided to the bargaining unit member and describe the consulting bargaining unit member's observation of the bargaining unit member's implementation of the assistance. The final report shall become a part of the permanent bargaining unit member's personnel file. The bargaining unit member shall have the opportunity to attach his or her comments.

    a. The PAR Panel will have the opportunity to ask the consulting bargaining unit member for clarification of anything in the final report.

    b. The bargaining unit member and principal/evaluator may be present for the consulting bargaining unit member's report and will be given an opportunity to respond to the report.

12. The PAR Panel shall decide from among these options:

a. Accept the consulting bargaining unit member's report.

b. Continue the bargaining unit member in the Program with statement of reasons that support the conclusion.

c. Send the bargaining unit member's name to the Board of Education with the recommendation that no further assistance and remediation will be successful with statement of reasons that support the conclusion.

13. The term of assistance shall normally be for one year; however, the assistance may be extended to a second year if the Panel deems it necessary.

14. The deliberations of the Panel shall be closed and confidential. Panel decisions shall be based on the information provided by the consulting bargaining unit member, the principal/evaluator, and the permanent bargaining unit member or his or her Association representative.

15. Neither the bargaining unit member, consulting bargaining unit member, nor principal/evaluator may be present during the confidential deliberations of the Panel.

16. The decision of the Panel shall be reported to the bargaining unit member, the principal/evaluator, and the Association representative, if requested by the bargaining unit member, by Superintendent or designee in a conference. The consulting bargaining unit member will receive the decision of the panel in writing.

17. The Panel shall report their findings in writing in a closed session of the Board of Education.

F. Permanent Bargaining Unit Member Due Process Rights

1. The permanent bargaining unit member shall be entitled to review all reports generated by the consulting bargaining unit member prior to their submission to the Panel and to have affixed thereto his or her comments. To effectuate this right, the consulting bargaining unit member shall provide the permanent bargaining unit member being reviewed with copies of such reports at least five (5) working days prior to any such meeting.

2. The permanent bargaining unit member shall have the right to be represented by the Association in any meetings of the Panel to which they are called, and shall be given a reasonable opportunity to present his or her point of view concerning any report being made.

3. The permanent bargaining unit member shall have the right to timely progress reports.

4. The permanent bargaining unit member shall have the right to present reasons why a

specific consulting bargaining unit member should be replaced and another consulting bargaining unit member substituted and to have those reasons considered.

5. A bargaining unit member shall not have access to the grievance process to challenge the content of report, or decisions of the Panel, but may file responses which shall become part of the official record of the intervention.

6. This Program in no manner diminishes the legal rights of bargaining unit members.

G. Voluntary Bargaining Unit Member Peer Assistance Program

1. A bargaining unit member may volunteer for the peer assistance program. The PAR Panel will determine whether that bargaining unit member may participate in the program. All participants referred to the PAR Program based on an unsatisfactory evaluation will be served prior to accepting any voluntary participants.

2. The coach and the bargaining unit member will meet to determine the volunteer bargaining unit member's needs and jointly develop an assistance plan. This plan will draw from the course of assistance that is available through the PAR Program enumerated in Section D. 7 and include timelines.

3. Consulting Bargaining Unit Members will provide oral feedback and written documentation to the volunteer bargaining unit member. Communication with between the voluntary participant and his or her consulting bargaining unit member concerning participation in the Program shall remain confidential.

4. Documentation will not be placed in the personnel file only so long as the participation continues to be on a voluntary basis.

5. The voluntary bargaining unit member may terminate his or her participation in the Program at any time.

6. The consulting bargaining unit member will keep track for the Panel of time spent the voluntary participant for accounting purposes for the Panel.

H. Miscellaneous Provisions

1. Expenditures for the Program shall not exceed revenues received from the state for the PAR Program.

2. Funds shall be set aside to allow for release days and/or conferences as developmental tools for bargaining unit member and consulting bargaining unit members.

3. It is the intent of the District and the Association that this Article remain in effect for as long as state funding for the California Peer Assistance and Review Program for Bargaining unit members is received by the District. The District shall notify

the Association in writing that the funding for the PAR Program has been eliminated.

4. The District and the Association agree that this Article shall be reopened if either the Education Code section 44500 et. Seq. or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The Parties further agree that this Article may be reopened at any time by mutual agreement.

I. Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the right of the Governing Board/District or bargaining unit member under provision of the Education Code relating to employment, classification, retention, or non-reelection of certificated staff. Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938 or to discipline permanent bargaining unit members.

J. Hold Harmless: The District shall hold harmless the members of the PAR Panel, the consulting bargaining unit members, and the Association for any liability arising out of their participation in this Program as provided in Education Code Section 44503 (c). All legal costs for the above will be borne by the District.

K. Confidentiality: All proceedings and material related to the administration of this program shall be strictly confidential. Therefore, Panel members and consulting bargaining unit members may disclose such information only as necessary to administer the Program.

L. Records: Documents and writing relating to a bargaining unit member's participation in the PAR Program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et. seq.).

M. Non-Management/Supervisory Status: Functions performed by bargaining unit member Panel members and/or consulting bargaining unit members pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

N. Association Representation: A participating bargaining unit member has the right to be represented throughout these procedures by the Association representative of his or her choice.

ARTICLE XVII
JOB SHARING PROVISIONS

A. Notwithstanding any other provision of this Agreement to the contrary, this Article shall govern job sharing.

B. Job sharing, as defined in Article I, shall only be at the request of the unit member partnership. Therefore, job sharing is voluntary. Requests shall be considered and granted based upon individual merit and District needs. Upon request, reasons for denial will be provided in writing.

C. If one of the partners decides to return to full-time, so must the other, unless an acceptable replacement is found.

D. Changes in job sharing status should be made at the end of grading periods whenever possible. The District has the right to adjust and revise the job sharing work schedule after consulting with affected bargaining unit members. The District may terminate the job share at the end of the school year and reassign the bargaining unit members.

E. Bargaining unit members who are job sharing shall be responsible to attend all parent-bargaining unit member conferences, Open House/Back to School Night, District and site inservice meetings, and other special events for the particular school. At least one member of each job share team shall attend all staff meetings. Bargaining unit members who miss staff meetings shall be responsible to obtain all information discussed at the staff meetings.

F. Bargaining unit members participating in job sharing shall have the right to arrange job coverage between the partners. Except in emergency the bargaining unit member shall give prior notice to his/her immediate supervisor of the exchange in teaching days. The District bears no responsibility for the enforcement of private exchange day agreements between job share personnel, nor shall the District be liable for the payment of additional compensation based upon any job share bargaining unit member working beyond his/her share of the regular work year pursuant to any private exchange day agreement.

G. Reciprocal duty days must occur within the same school year.

H. Upon agreement between the job share partners, each partner may elect to receive a portion of the district's maximum monthly contribution towards bargaining unit member benefits pursuant to Article XII. Each partner's portion of the district's maximum monthly contribution shall be equal to his/her percentage of the job share assignment and each partner shall be required to pay the difference between his/her proportionate share and the total cost of the bargaining unit member benefits selected by the partners pursuant to Article XII. Both partners are entitled to a share of all rights and benefits provided by this agreement proportional to one FTE. A partner may elect to waive any of his/her portion of this entitlement to his/her partner.

I. Job share partners returning to full-time either at the request of one partner or at the discretion of the District shall do so in the following manner:

1. The more senior job share partner, whether full or part-time prior to entering the job share, shall retaining the shared position at the school site.

2. The least senior job share partner shall remain at the school site in a different position if an open position is available at that site.

3. If no position is available at that school site, the least senior job share partner shall be placed by the District at the same grade level at another school site if a vacancy at that grade level is available.

4. If a grade level vacancy held by the job share partner is not available at another site, the least senior job share partner shall be placed by the District at another school site in a position for which the bargaining unit member is qualified.

5. The District shall consult with the displaced job share partner about vacancies and obtain input from the displaced job share partner before the displaced job share partner's assignment is finalized.

ARTICLE XVIII
DUE PROCESS FOR DISCIPLINE LESS THAN DISMISSAL

A. Just Cause/Due Process

The District may discipline a unit member only for just cause resulting from violations of the Education Code. Discipline under this article shall be limited to include warnings, reprimands, or suspensions without pay up to fifteen (15) working days. Discipline shall not include dismissal or suspensions for more than fifteen (15) working days and shall not be arbitrary and capricious. A bargaining unit member is entitled to representation by the Association in the application of this article.

B. Progressive Discipline

The District is limited to the following progressive disciplinary procedures, except for conduct, which is of such a nature that injures or threatens to injure the safety of pupils or other employees or causes substantial disruption to the educational program whereby steps may be skipped based on the seriousness of the employee's conduct.

1. Verbal Counseling/Warning

The district shall first verbally counsel/warn before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum will not be placed in the unit member's personnel file

2. Written Warning

Subject to B1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings will not be placed in the unit member's personnel file.

3. Written Reprimand

Reprimands shall be administered within ten (10) working days of the questioned infraction. Subject to B1 and B2 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. The unit member will sign the reprimand to acknowledge receipt. Two (2) years from its effective date, a written reprimand in the unit member's personnel file shall be permanently removed upon request. A statement verifying the permanent removal of the reprimand shall be provided to the unit member.

a. At the discretion of the grievant, a written reprimand may be appealed commencing at level II as outlined in Article XIII.

4. Suspension Without Pay

a. Subject to Bl , B2, B3 above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member will be suspended more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.

b. Prior to administering any formal discipline subsequent to the verbal and written reprimands, a unit member shall be provided notice in accordance with B6 within ten (10) working days after an infraction following the written reprimand provided the infraction occurred within twelve (12) months of the written reprimand. The unit member will be afforded the opportunity to meet with the Superintendent/Designee. The unit member shall be given ten (10) working days within which to reply in writing. The proposed formal discipline shall not be imposed until after the unit member's written reply has been received and given serious consideration by the Superintendent/Designee.

c. Any initial suspension of an employee pending a disciplinary hearing shall be with pay.

5. Administrative Leave

In the event a unit member is placed on administrative leave without advance notice, a notice will be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

6. Notice

Notice of suspension without pay will be made in writing and served in person or by certified mail upon the unit member by the Superintendent or Designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

a. A statement of the specific acts or omissions upon which the action is based.

b. Where applicable, the Education Code section, policy, or regulation violated;

c. Penalty proposed and effective date.

d. Copies of the documentary evidence upon which the recommendation is based;

e. A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article XIII (Grievance Procedure) of this Agreement subject to section seven (7) below.

f. A copy of this Article and Article XIII of the Agreement.

g. A statement of incidents or misconduct occurring within 12 month period forming the basis for disciplinary action.

7. Arbitration

a. Only suspension without pay may be appealed to arbitration under the grievance procedure in Article XIII (Grievance Procedure) of the Agreement commencing with Level III (Mediation). If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline, may be determined by the arbitrator. An arbitrator may award back pay.

b. The Association must request mediation by delivering written notice of appeal to the Superintendent within twenty (20) working days after receipt of the notice of suspension. If the Association does not request mediation within the above timeline, the suspension without pay may be imposed immediately by the Superintendent or designee.

8. Confidentiality

All information or proceedings regarding any actions or proposed actions pursuant to the Article will be kept confidential by the Parties to the extent permitted by law.

ARTICLE XIX
ADULT SCHOOL

A. Recognition and Application

1. Full-time Adult School Employees shall be covered by all of the Articles of this Agreement, including this Adult School Article, but excluding the following:

   - Article I, Contract, Paragraph 13 and 14 only
   - Article V, Hours of Employment
   - Article IX, Class Size
   - Appendices E-1, E-2, E-3, E-4, F-1, F-2, G-1

2. Adult School employees who are not full time are not covered by this collective bargaining agreement.

3. For the purposes of Transfers and Reassignments, the Visalia Adult School and its satellite locations are considered one site.

4. The Parties recognize that the Adult School program is designed to meet the specific learning needs of its students and classes must be offered at locations and times which respond to those needs. Therefore, the District shall determine teacher schedule and location of assignment, including but not limited to, split schedules and/or multi-site assignments based on program need.

B. Hours of Employment

1. Work Year

   The work year for full time Adult School teachers, Adult School counselors and Adult School LVN teachers is 184 days per year (35 hours or more per week). Full time adult school teachers, Adult School counselors and Adult School LVN teachers will receive ten (10) days of sick leave per year.

2. Duty/Work Day

   The duty day for bargaining unit members shall be the number of hours assigned to an Adult School program which may vary at any time by employee, school day and assignment. During the duty day, the unit member shall perform instructional and non-instructional duties related to their adult education assignment as authorized or directed by the District. Bargaining unit members will report to duty prior to their first regularly scheduled class(es).

3. Work Week

With the exception of LVN bargaining unit members, full time Adult School bargaining unit members work 35 hours per week. The work week shall include 31.5 hours of student contact time (e.g. direct instruction, independent study instruction, tutorials, etc.), two 45-minute Curriculum Development/ preparation periods, and one 45-minute period for mandatory staff meetings for a total of 35 hours per week. The configuration of the work week shall be determined based on the following:

a. Program needs as determined by the District based on student requests, funding requirements and community interests.

b. Employees shall be notified of their assignment at least 10 work days prior to the start of a class or assignment. The District may open an additional class with less than ten (10) work days notice when it is determined that additional classes are necessary.

c. The District shall meet with the Association to discuss prior to making a change in schedule for any bargaining unit member.

d. In the event that a schedule will include multiple sites and/or split schedules, the District shall seek volunteers first before assigning bargaining unit members to those hours/sites within the limitations of the credentials held by the bargaining unit members.

4. LVN Bargaining Unit Members

LVN bargaining unit members work 40 hours per week and are assigned 35 hours per week of instruction (per the Board of Vocational Nursing and Psychiatric Technicians Rules and Regulations) which incorporates required hours of clinical teaching time with students at health care providers. These clinical hours are assigned on a flexible schedule based on availability of clinical space at those providers (e.g. Kaweah Delta Hospital). The site principal or designee shall first seek volunteers for clinical teaching hours before assigning unit members to those hours on a rotating and equitable schedule. Each LVN unit member will participate in the rotation. The total hours assigned per full time LVN bargaining unit member shall not exceed 40 hours per week.

5. Lunch/Relief

Every full time Adult School bargaining unit member shall have one duty free, uninterrupted lunch period of at least forty-five minutes and one fifteen minute relief period per day in the morning.

C. Seniority

Seniority for full time Adult School bargaining unit members begins with the first date of paid service in probationary status with the District.

D. Transfers

1. For purposes of voluntary transfers under Article VI, Transfers and Reassignments, paragraph C, an Adult School bargaining unit member is considered an in-house applicant.

2. From the effective date of this article's inclusion into the Collective Bargaining Agreement, bargaining unit members who are transferred for any reason will be paid based upon the salary and work schedule applicable to the new position which is held subsequent to the transfer.

E. Salaries

1. The Adult School Salary Schedules are attached as Appendices E-8, E-9, E-10, and E-11.

ARTICLE XX
SPECIAL EDUCATION

The Parties agree that special education implicates aspects of working conditions that may be unique from other educational services. This article is dedicated to addressing those job-specific needs and benefits for Bargaining Unit Members who provide special education services in the District, including Education Specialists supporting learning centers, specialized skills courses and Specialized Learning Centers and Speech Language Pathologists providing student support across educational settings.

A. Definitions

1. "Case Management" shall mean ensuring services and supports are in place and being provided as outlined in the student's individualized education program (IEP), serving as liaison between the student's teachers and parents, coordinating services across special education providers as the individual overseeing the IEP for the student, and documenting student IEP services, assessment and reporting progress towards related goals.

2. "Education Specialist" is a unit member in a position with such a job description, providing instruction and related services to students with disabilities, including in learning centers, specialized skills courses, and specialized learning centers.

3. "Extra Duty Pay" shall mean pay awarded to Education Specialists as identified in Appendix E-5.

4. "Itinerant Education Specialist" is an Education Specialist in a flexible role to support school sites as needed. The role may include Case Management, coverage for an Education Specialist on leave, initial assessment of students, and provision of services to students.

5. "Special Education" shall mean a system of services specifically designed to address the educational and related developmental needs of children with disabilities.

6. "Speech Language Pathologist" (SLP) is a unit member in a position with such a job description providing speech and language services to students with disorders of language, speech, and hearing across educational settings.

7. "Specialized Learning Center" (SLC) shall mean special programs designed for students who are found to require intensive special education services to meet their disability related needs. This includes preschool and K-12 academic SLC programs, social emotional learning center, adult transition program and Compass Learning Center.

B. Scope

This Article shall not be construed to limit or expand the rights of Bargaining Unit Members, as identified elsewhere in this Agreement. Notwithstanding other provisions of this Agreement, in the event a conflict exists between a provision of this article and another article in this Agreement, this

article shall prevail. Further, where this Article is silent on a specific issue, Parties should rely on those provisions outside of this Article that apply to all Bargaining Unit Members.

C. Workday Duties and Limitations on Work Duties

1. Professional Learning Communities (PLCs): Unit members shall participate in PLCs during dedicated PLC time in a manner set forth in Article V.B.8.

2. Consistent with and subject to the limitations described in Article V. B.1.a, the District shall not schedule mandatory meetings after 3:30 p.m. on Wednesday and Fridays, except for legally required guardian meetings (e.g., IEPs) where the guardian can only meet on a Wednesday or a Friday. To meet the needs of students, Education Specialists regularly participate in IEP and related meetings that fall outside this meeting limitation. Such work is acknowledged through Extra Duty Pay. Education Specialists shall coordinate with site administration/special education district leadership (program manager) regarding required attendance at site staff meetings and districtwide special education meetings.

3. Consistent with Article V.B.1.f, PLC work and Case Management shall not alter the seven-hour instructional day or increase instructional minutes.

4. Education Specialists assigned to a separate Special Education program (e.g. SLC, Compass Learning Center) shall be entitled to the provisions of the contract outlined in Article V.B. (e.g. duty-free lunch, preparation time, case management time).

D. Case Management Time Requirements

1. Full time Education Specialists in grades Pre-K - 6 or grades 7-8 at an elementary school, shall have at least two hundred fifty (250) minutes for Case Management per five (5) day week. Pre-K-6 or grade 7-8 at an elementary site Education Specialists working between 51% and 100% of a full-time assignment shall only be provided case management time on a prorated basis. Pre-K – 6 bargaining unit members working 50% or less shall not be entitled to preparation time.

2. Full time Education Specialists in grades 7-12 (except at elementary sites) shall have one unassigned period per day for Case Management.

3. Acknowledging Speech Language Pathologists are responsible for scheduling services for students throughout the day and thus require flexibility in performing Case Management responsibilities, Speech Language Pathologists shall conduct Case Management within their workday, scheduled in coordination with their direct supervisor and site administrator at levels similar to the time requirements set forth in Sections D.1 and D.2, based upon the grades or schools served.

4. This section shall not apply to job share Bargaining Unit Members.

E. Preparation Time Requirements

1. In addition to the case management time referenced above, Education Specialists shall also have (250 minutes [elementary], one unassigned period [7-12]) preparation time consistent with Article V.B.4.

2. This section shall not apply to job share Bargaining Unit Members.

F. Evaluation Procedures

Evaluation procedures shall be carried out in accordance with Article VII of this Agreement.

G. Salary and Compensation

Salary Schedule and Extra Duty shall be carried out in accordance with Article X of this Agreement and the corresponding Appendices to this Agreement.

1. Education Specialists shall be provided Extra Duty Pay to acknowledge work performed above and beyond normal duties including assessment of students for special education and attendance at IEP meetings. In the event an Education Specialist serving grades TK through 12 performs more than 8 initial assessments in a school year, the Education Specialist shall be paid an additional $300 stipend per assessment by June 30th.

2. The Extra Duty Pay for Education Specialists shall be Level II as set forth in Appendix C-5.

3. Education Specialists assigned to an SLC at any grade level shall receive Special Pay at Level IV Special Pay in addition to Extra Duty Pay as described in this Section.

4. The salary schedule for Speech Language Pathologists is set forth in Appendix C-7.

H. Caseload

1. Education Specialists caseload shall be 28 students, but may be increased to a maximum of up to 32 students if the District obtains any appropriate waiver consistent with Education Code requirements from the State Board of Education and the Education Specialist approves. If the caseload for an Education Specialist exceeds 28 students for more than 30 days, the District shall pay the Education Specialist $150 per month per student (not to be prorated for any month).

2. Each Itinerant Education Specialist shall be responsible for all students on their own caseload.

3. Caseload for Speech Language Pathologists shall be in compliance with the Education Code.

I. Department Head

Education Specialists who serve as a Department Head at a high school or middle school shall perform department head responsibilities and be provided a planning period similar to other department heads referenced in Article V, section 4, subsection F.

J. Professional Development

District and Site Administration shall collaborate with Educational Specialists and Speech Language Pathologists to provide professional development that is specific and relevant to their scope of practice.

ARTICLE XXI
ARCHIVE ARTICLES

Documents in this section are archived when programs are phased out but retain the potential of being re-instated. Documents entered into this section have been taken in their entirety from the body of the contract in the contract year of the archive decision.

When the situation for which the article was originally negotiated re-surfaces, the archived article shall be re-activated. The District and the Association agree that the entirety of the Article section shall be re-inserted into the original area of the contract. It shall be through mutual agreement between the District and the Association before the re-activated article receives any modification or changes to language.

Article Seven (VII) – Year Round Schools

Originally language was negotiated in 1985, to meet the needs of calendar changes and proposals in relation to attendance tracks and track changes. The State of California provided financial incentives for districts to engage in Year-Round School planning which was eventually phased out. An additional goal of the Year-Round School concept was that of utilizing school facilities in the most cost-effective manner. This Article was archived in 2004 when the District committed to maintaining a single track schedule at all District schools.

Article Seventeen (XVII) – Professional Growth for Bargaining Unit Members who received their First Clear Credential After August 31, 1985

Original language was negotiated when the California Commission on Teacher Credentialing (CCTC) required documentation of professional growth for credential renewal. During the May 2016 negotiations sessions, the Parties agreed that since the CCTC no longer requires the documentation to be submitted and the District provides frequent professional development for certificated staff, the article was no longer necessary.

Appendix A Appropriate Unit

The archived Appendix A includes various titles and positions that are outdated. During the 2023-2024 negotiations, the District and Association modified the language in Article 1, Section B, to define the appropriate unit. As a result, Appendix A was no longer necessary.

Article (VIII) Class Size Section A.13

Removed language in 2025-2026 due to sunsetting of overage pay in 2019.

ARTICLE VII
YEAR-ROUND SCHOOLS

A. Statement of Employee Philosophy

1. No certificated employee shall be required to participate in any part or program of the Year-Round School if there are openings existing at traditional sites.

2. All of the programs, support personnel and staff ordinarily available at a traditional school site shall also be available at the Year-Round School site.

B. Definitions – "Year Round School"

1. "Bargaining unit member" as used in this article, shall include all certificated members of the bargaining unit.

2. A "track" shall consist of three (3) sequential periods of approximately sixty (60) school days separated by intersession periods. Tracks may run concurrently and may overlap, but all bargaining unit members on a given track will be "on track" and "off track" at the same time. Tracks may be varied to accommodate holidays and schedule configurations.

3. "Track off days" are full work days for the bargaining unit member, and time after student dismissal is duty-free, bargaining unit member-structured time.

4. An Intersession Period shall be an "off track" period of (usually) no more than twenty-three (23) school days separating each track. The intersession period shall not consist of bargaining unit member work days, with the exception of those days designated on the calendar as bargaining unit member/parent conference days, inservice days, moving days, preparation days, or coordinated school based program days. All of a bargaining unit member's work days must be consecutive to his/her on track work days.

5. The "Agreement" is the most recent or current agreement between the Association and the District.

6. Roving Bargaining unit member: A classroom bargaining unit member who moves monthly into a vacated classroom.

7. Itinerant Bargaining unit member: A bargaining unit member supporting music, science or physical education programs at one or more schools and assigned to Year-Round Education schedule or extended work year in grades 4, 5 or 6.

C. Work Year

1. The work year for a bargaining unit member in the Year-Round School Program shall be one hundred eighty (180) days of which 175 shall be instructional days.

2. The end of the school year track off days for all tracks shall be a minimum school day for students and staff. The Wednesday prior to Thanksgiving shall also be a minimum day for the three tracks in session. For the track that is not in session on the day before Thanksgiving the minimum day will be the "track off day" prior to Thanksgiving.

D. Miscellaneous

1. Bargaining unit members who are offered and who volunteer to work hours or days extending their contracted work year/day shall be paid their "hourly and/or daily rate of pay" for days of service rendered. However, bargaining unit members who work in the intersession program shall be compensated in accordance with the summer school salary schedule contained in the agreement. Bargaining unit members who perform additional duties specifically compensated for by the agreement shall be paid in accordance with the agreement.

2. Bargaining unit members cannot be required to work during the intersession period, except as provided in Article VI and B-3 of Article VII. However, bargaining unit members at a Year-Round School shall be given priority in receiving intersession assignments.

3. Bargaining unit members who are part of an itinerant teaching team shall not be required to work an extended year.

4. No bargaining unit member shall involuntarily be required to be a Roving Bargaining unit member.

5. Within the District's financial constraints, a reasonable effort will be made to provide a similar level of support personnel in the Year-Round Education Program as is provided in the traditional program.

6. Itinerant bargaining unit members who contract to work during their off-track time will be compensated at their per diem rate and their extra days will be added to their personal contract for purposes of health coverage, leaves, retirement, etc.

7. Bargaining unit members shall have the right to have their children in the track they choose provided space is available. An involuntarily transferred employee shall have the option of enrolling his/her child in the track of which the employee is assigned.

8. Bargaining unit members whose spouses are employed by the District shall have the right to be in the same track with their spouse, providing they bump no existing assignment.

This does not supersede the transfer article.

1. Accumulation of credit for leave of absence (for illness or injury) need not occur prior to taking such leave by the bargaining unit member, and such leave of absence may be taken at any time during the school year.

2. Bargaining unit members employed as full-time summer personnel shall be entitled to one (1) day leave of absence for illness or injury with a summer school day's pay for each summer session worked. Such leave shall not be accumulated, nor shall it be deducted from any sick leave accrued under section R or R-1 of this Article.

3. The District may require a physician's verification of illness if a bargaining unit member has been on sick leave for more than three (3) consecutive days.

4. The District shall provide each bargaining unit member with a written statement of his/her accumulated sick leave. Such statement shall be provided no later than November 1st of each school year on monthly pay check provided that the Tulare County Office of Education continues to issue paychecks in the current format.

ARTICLE XVII
PROFESSIONAL GROWTH FOR BARGAINING UNIT MEMBERS WHO RECEIVED THEIR FIRST CLEAR CREDENTIAL AFTER AUGUST 31, 1985

i. This article applies only to those bargaining unit members who received their first clear multiple or single subject teaching credential after August 31, 1985.

ii. Those bargaining unit members to whom this article applies shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education. This program is to be completed within each five (5) year period. The initial five (5) year period begins September 1, 1985, or on the date that the credential takes effect after September 1, 1985. Acceptable activities shall include, but not be limited to, the following:

1. Completion of courses from a regionally accredited college or university.

2. Participation in professional conferences, workshops, bargaining unit member center or staff development programs.

3. Service as a mentor bargaining unit member.

4. Participation in school or District curriculum development projects.

5. Participation in systematic programs of observation and analysis of teaching.

6. Service in a leadership role in a professional organization.

7. Participation in educational research or innovation efforts.

iii. A clock hour for purposes of credited Professional Growth Activities shall be the actual time spent in the activity including preparation time spent if a presenter of the course. College, university or equivalent courses shall be credited as at least fifteen (15) clock hours for each semester unit, ten (10) clock hours for each quarter unit, thirteen (13) clock hours for each trimester unit or the actual number of class/lab hours required, whichever is greater.

iv. Advisors

1. The District shall designate only certificated administrators to serve as Professional Growth Advisors (herein Advisors). A list of these advisors including position and work location will be published by the District annually prior to the beginning of the school calendar year. The responsibility of an advisor shall be to determine whether activities identified on the Professional Growth Plan of the credential holder who is subject to the provision of this article (hereinafter referred to as "credential holder") comply with pertinent Education Code and Administrative Code Title V sections, and the California Professional Growth Manual.

2. If a credential holder believes that his/her advisor had taken an adverse action that he/she considers to be unfair, arbitrary or contrary to the terms of the Education Code, the credential holder may seek another advisor from the list of advisors or appeal the adverse action by a professional growth advisor to the Executive Director of the Commission on Bargaining unit members Credentialing.

3. Association activities which comply with the Education Code shall be allowed as Professional Growth Activities. Upon the request of the credential holder or advisor, the president of the Association shall provide verification of participation or completion.

4. The District and the Association shall provide a joint inservice for credential holders no later than October 1st of each school year. This meeting shall be mandatory for all Professional Clear credential holders.

5. Nothing in the Professional Growth Requirements or procedures thereof shall impact, be a part of, or modify the performance evaluation.

6. Within 6 months of the bargaining unit members credential expiration date, the District shall notify each credential holder of his/her deadline date for completion of his/her Professional Growth Requirements.

7. An advisor shall complete and return to the credential holder certification of initial plan, initialing of any revisions or verification of completion within ten (10) work days of submission to the advisor. If an advisor finds that he/she cannot certify an initial plan, initial a modification or verify completion, the advisor shall notify the credential holder of the reason(s) in writing within ten (10) work days of submission.

8. All conferences between credential holders and professional growth advisors shall take place in a timely and mutually agreeable manner.

v. Before a credential holder commences or amends an individual program of professional growth, the advisor shall certify to the bargaining unit member that the planned program or amendment complies with the governing code sections and regulations of the Commission on Bargaining unit member Credentialing.

vi. A credential holder shall submit, at five year intervals, to the Commission on Bargaining unit member Credentialing a verification by the advisor that the holder has satisfied the minimum requirements specified in B. above.

Appendix A

APPROPRIATE UNIT

Description of the appropriate unit of Certificated Employees of the Visalia Unified School District represented by the Visalia Unified Teachers Association/California Teachers Association/National Education Association.

THE APPROPRIATE UNIT SHALL INCLUDE:

The following designations and grouping of positions and classifications of certificated employees under contract to the District:

- Elementary School Classroom Teacher - Pre-School, Kindergarten, Pre-first, Grades 1-3, Grades 4-6
- Instrumental and Classroom Music Teacher Elementary School Physical Education Teacher Elementary and Middle School Reading Specialist Elementary and Middle School Math Specialist
- Middle School Classroom Teacher - Art, English, Foreign Language, Home Economics, Industrial Arts, Mathematics, Music, Physical Education, Science, Social Studies
- Secondary School Librarian
- Secondary School Classroom Teacher - Agriculture, Art and Crafts, Business Education, Computer, Driver Education, English, Foreign Language, Homemaking, Industrial Education, Mathematics, Music, Physical Education, Science, Social Studies, Continuation
- Secondary School Teacher- Work Experience
- Special Education Teacher – Learning Handicapped, Resource Specialist, Hard of Hearing, Assessment Specialist, Physically Handicapped, Severely Language Handicapped
- District Counselor
- Elementary School Counselor
- Middle School Counselor
- Secondary School Counselor
- Secondary School Teacher Consultant
- Secondary School Department Head
- School Resource Teacher
- Secondary Independent Study Teacher
- Learning Opportunity Teacher
- Speech Therapist
- Visalia Adult School Teacher

ARTICLE VIII
CLASS SIZE

A. Class Sizes K-3 (K-2 beginning in 2019-2020):

13. The overage pay specified below expired by contract in 2019, corresponding to changes in class size grade span from K-3 to K-2. The District will pay individual K-3 classroom teachers class size overage pay as follows:

    a. Teacher-student ratios will be configured using only standard classes (excluding PE, Music, electives, and Special Education classes).

    b. Teacher-student ratios will be calculated based on students listed on the teacher's classroom roster.

    c. Each year in June, average teacher-student classroom ratios will be determined. Average teacher-student ratios will equal the total number of students on the last day of each month during attendance months two (2) to ten (10) as shown on the District's enrollment report, divided by nine (9).

    d. A payment of $450 per student per year will be paid to individual teachers in June for each student over the 27.5 average. Average teacher-student ratios will be rounded to the nearest whole integer.

Collective Bargaining Agreement between

Visalia Unified School District

and

Visalia Unified Teachers Association

July 1, 2026 – June 30, 2028

Signatures:

Visalia Unified Teachers Association

Association President
Patrick Hemphill

Date: 8/4/26

Visalia Unified School District

Assistant Superintendent, HRD
Ben Dhillon

Date: 8/4/26

Responsible: Building:

Task: **Non-Classroom Form B1**

Facilitator: Fill in the two elements selected by the teacher and the two elements selected by the facilitator in the boxes below.

Content Specialists/Instructional coaches may select from the CSTP elements as well as the IC elements. Please use the companion document in support of selecting the elements that best fits the teacher.

This agreement must be in place prior to September 15th

Employee ID

[DirectReport.EmployeeID]

Teacher

[DirectReport.FullName]

School

[DirectReport.Location]

Job Title required

[DirectReport.Title]

SELECTED STANDARD ELEMENTS

Teacher Select Element 1 required

Teacher Select Element 2 required

Supervisor Select Element 3 required

Supervisor Select Element 4 required

VUSD Professional Duties and Responsibilities

1. Attends required meetings
2. Supervises students outside of classroom
3. Maintains records punctually and accurately
4. Maintains materials and equipment
5. Works with colleagues cooperatively and effectively
6. Communicates effectively with students, parents, and staff
7. Fulfills board-adopted Code of Ethics of the Teaching Profession
8. Applies coaching and feedback to strengthen practice

Notes

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Comments

Comments from about this form:

Share History

Responsible: Building:

Task: **Non-Classroom Form B2**

1. There must be multiple visits and conversations prior to completing this document.
2. This document shall be completed a minimum of two times per year (once prior to November 15th and once prior to February 15th).

Employee ID:

[DirectReport.EmployeeID]

Teacher:

[DirectReport.FullName]

Observer:

[Evaluator.FullName]

Date: required

Allowed format is MM/DD/YYYY Ex: 05/29/2026

FOCUS ELEMENTS

Element 1

Element 2

Element 3

Element 4

VUSD Professional Duties and Responsibilities

1. Attends required meetings
2. Supervises students outside of classroom
3. Maintains records punctually and accurately
4. Maintains materials and equipment
5. Works with colleagues cooperatively and effectively
6. Communicates effectively with students, parents, and staff
7. Fulfills board-adopted Code of Ethics of the Teaching Profession
8. Applies coaching and feedback to strengthen practice

Coaching Notes (please note observation dates as applicable):

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Next Steps for Professional Growth and/or for meeting Professional Duties and Responsibilities:

B I U A A Font Sizes

Comments

Comments from about this form:

Share History

Responsible: Building:

Task: **Non-Classroom Form B3**

Employee ID

[DirectReport.EmployeeID]

Teacher

[DirectReport.FullName]

School

[DirectReport.Location]

Position Assigned

[DirectReport.Title]

CTSP ELEMENTS

Element 1 required

Element 1 Score required

Meets or Exceeds Standard	Exploring or Emerging towards Standard
○	○

Element 1 - EVIDENCE TO SUPPORT CONTINUUM OF PROFESSIONAL GROWTH

Font Sizes

Element 2 required

Element 2 Score required

Meets or Exceeds Standard	Exploring or Emerging towards Standard
○	○

Element 2 - EVIDENCE TO SUPPORT CONTINUUM OF PROFESSIONAL GROWTH

Font Sizes

Element 3 required

Element 3 Score required

Meets or Exceeds Standard	Exploring or Emerging towards Standard

Element 3 - EVIDENCE TO SUPPORT CONTINUUM OF PROFESSIONAL GROWTH

Element 4 required

Element 4 Score required

Meets or Exceeds Standard	Exploring or Emerging towards Standard
○	○

Element 4 - EVIDENCE TO SUPPORT CONTINUUM OF PROFESSIONAL GROWTH

Rating

Field value will be calculated upon Save Progress.

VUSD Professional Duties and Responsibilities

1. Attends required meetings
2. Supervises students outside of classroom
3. Maintains records punctually and accurately
4. Maintains materials and equipment
5. Works with colleagues cooperatively and effectively
6. Communicates effectively with students, parents and staff
7. Fulfills board-adopted Code of Ethics of the Teaching Profession
8. Applies coaching and feedback to strengthen practice required

Meets or Exceeds Standard	Coaching will continue on the VUSD Professional Duties and Responsibilities	Does Not Meet Standards
○	○	○

Next Steps for Professional Growth:

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Optional Recommendations Based on Rating

Please note that this area may be left blank if the Teacher is Meeting\Exceeding all selected elements.
Optional recommendations may be selected from the boxes below based on the overall rating if the employee is a Permanent Teacher.
Probationary Teachers will repeat cycle until permanency.

If Rating is Approaching Standards (meets at least three elements)	☐ Coaching will continue on element that does not meet standard
If Rating is Emerging Towards Meeting Standards (meets two or less elements)	☐ Required evaluation next year ☐ Coaching will continue on element that does not meet standard (documentation not required) **OR** ☐ Repeat cycle of Professional Growth on element(s) not meeting standards (documentation required)
If Rating is Does Not Meet Standards (Will Repeat Cycle Next Year)	☐ Continue working on current four selected elements next year ☐ Facilitator chooses three elements and teacher selects one ☐ **Permanent Teachers**: If Does Not Meet Standards for a second evaluation cycle - Referred to Peer Assistance and Review (PAR)

The teacher's signature does not constitute an agreement with the Facilitator's ratings or comments, but is an acknowledgement that the document has been received. Teachers have the right to submit an additional written response for inclusion in this report.

Comments

Comments from about this form:

Share History

Task: EVALUATION FORM C1 - COUNSELOR - PROBATIONARY

Facilitator: Review this form and the corresponding continuum of counseling practice prior to September 15th. This form may be completed at a group meeting.

Employee ID required

[DirectReport.EmployeeID]

Counselor required

[DirectReport.FullName]

School required

[DirectReport.Location]

Grade(s)/Alpha Assigned required

FACILITATOR: During their probationary time with Visalia Unified, each counselor must show that they meet/exceed expectations on the eight (8) core elements. The principal/facilitator decides if the probationary counselor has demonstrated competency on each element.

Here are some guidelines:

1. As part of the review of standard elements at the beginning of the evaluation cycle, the Principal/Facilitator will discuss with the probationary counselorthe various levels of counselor effectiveness (Exploring, Applying, or Integrating). Please use the VUSD probationary counselor continuum document for the description on each element.

2. The Facilitator will serve as evaluator and coach as each probationary counselor works toward demonstrating competency in all eight elements. TheFacilitator will collaborate with the probationary counselor in prioritizing areas of focus throughout the evaluation time period.

This section is optional. There is no requirement to utilize or complete this section.

	STANDARDS	ELEMENTS
PRIORITY	STANDARD ONE PROFESSIONAL SCHOOL COUNSELOR DEVELOPMENT	1A: Leadership 1B: Reflective & Ethical Practice
PRIORITY	STANDARD TWO SCHOOL-BASED MENTAL HEALTH	2A: School-Wide Mental and Behavioral Health Promotion
	STANDARD THREE SCHOOL COUNSELING DOMAINS	3A: Academic Development 3B: Postsecondary Development 3C: Transformational Social Emotional Development
	STANDARD FOUR TIERED SYSTEMS OF SUPPORT	4B: Data Informed Decision Making
	STANDARD FIVE INDIRECT SERVICES	5B: Consultation
	STANDARD SIX CREATING &	*Elements of the the standard are reflected

MAINTAINING SAFE, SUPPORTIVE, AND INCLUSIVE ENVIRONMENTS FOR STUDENT WELLBEING	in other standards and can be selected as a focus on permanent counselor evaluation
Fulfills VUSD ASCA Essentials for School Counselors (Phase 1)	ASCA Essential Phase 1 reference

VUSD Professional Duties and Responsibilities

1. Attends required meetings
2. Connects and engages with students outside of the classroom setting
3. Maintains records punctually and accurately
4. Maintains materials and equipment
5. Works with colleagues cooperatively and effectively
6. Communicates effectively with students, parents and staff
7. Fulfills ASCA Ethical Standards for School Counselors
8. Applies coaching and feedback to strengthen practice

This document must be signed prior to September 15th which indicates the core standards and elements were reviewed.
It is optional to use this form as a tracking document.

This form was initially reviewed:

Task: EVALUATION FORM C2 - COUNSELOR - PROBATIONARY

Employee ID required

[DirectReport.EmployeeID]

Counselor required

[DirectReport.FullName]

Facilitator required

[Evaluator.FullName]

1. There must be multiple observations prior to completing this document.
2. This document shall be completed a minimum of two times per year(once prior to November 15th and once prior to February 15th).
3. Coaching Notes (please note observation dates as applicable):

(PRIORITY) STANDARD ONE
PROFESSIONAL SCHOOL COUNSELOR DEVELOPMENT

Focus Elements
1A: Leadership
1B: Reflective & Ethical Practice required

Exploring	Applying	Integrating
○	○	○

(PRIORITY) STANDARD TWO
SCHOOL-BASED MENTAL HEALTH

FOCUS ELEMENTS
2A: School-Wide Mental and Behavioral Health Promotion required

Exploring	Applying	Integrating
○	○	○

STANDARD THREE
SCHOOL COUNSELING DOMAINS

FOCUS ELEMENTS
3A: Academic Development
3B: Postsecondary Development
3C: Transformative Social Emotional Development required

Exploring	Applying	Integrating
○	○	○

STANDARD FOUR
TIERED SYSTEMS OF SUPPORT

FOCUS ELEMENTS
4B: Data Informed Decision Making
required

Exploring	Applying	Integrating
○	○	○

STANDARD FIVE
INDIRECT SERVICES

FOCUS ELEMENTS
5B: Consultation
required

Exploring	Applying	Integrating
○	○	○

STANDARD SIX

CREATING & MAINTAINING SAFE, SUPPORTIVE, AND INCLUSIVE ENVIRONMENTS FOR STUDENT WELLBEING

FOCUS ELEMENTS

*Elements of the standard are reflected in other standards and can be selected as a focus on permanent counselor evaluation

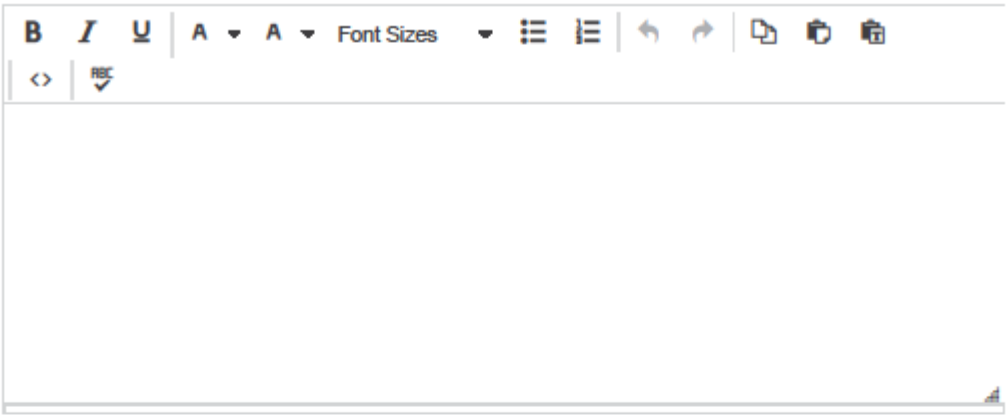
Fulfills VUSD ASCA Essentials for School Counselors (Phase 1). required

VUSD Professional Duties and Responsibilities

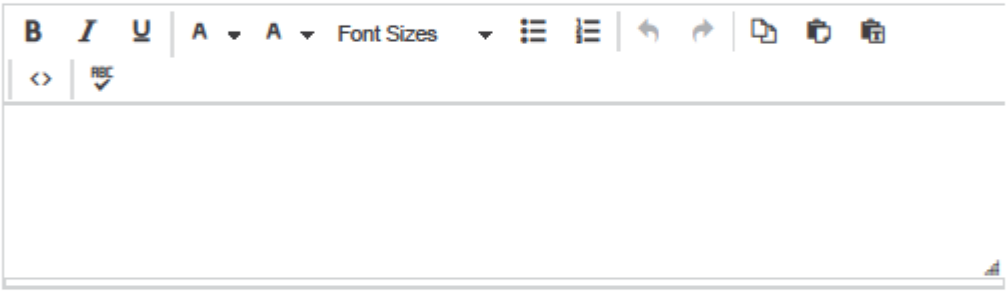
1. Attends required meetings
2. Connects and engages with students outside of the classroom setting
3. Maintains records punctually and accurately
4. Maintains materials and equipment
5. Works with colleagues cooperatively and effectively
6. Communicates effectively with students, parents and staff
7. Fulfills ASCA Ethical Standards for School Counselors
8. Applies coaching and feedback to strengthen practice

required

Coaching Notes



Next Steps for Professional Growth and/or for meeting Professional Responsibilities:



This form was reviewed:

Responsible: Building:

Task: EVALUATION FORM C3 - COUNSELOR - PROBATIONARY

Counselor required

[DirectReport.FullName]

School required

[DirectReport.Location]

Grade(s)/Alpha Assigned required

Administrator: Check the box that characterizes the counselor's predominant performance in each of the Standards Elements and for the Visalia Unified School District Non-Instructional Duties/Professional Responsibilities listed below. For each area where you indicate that a counselor does not meet standards, provide specific comments in the space provided. For counselors meeting standards, use this space to provide evidence to support performance ratings.

STANDARD ONE
PROFESSIONAL SCHOOL COUNSELOR DEVELOPMENT

required

Meets or Exceeds Standard	Exploring or Emerging towards Standard
○	○

STANDARD ONE - Evidence to support continuum of professional growth:

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STANDARD TWO
SCHOOL-BASED MENTAL HEALTH

required

Meets or Exceeds Standard	Exploring or Emerging towards Standard
○	○

STANDARD TWO - Evidence to support continuum of professional growth:

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STANDARD THREE
SCHOOL COUNSELING DOMAINS

required

Meets or Exceeds Standard	Exploring or Emerging towards Standard
○	○

STANDARD THREE - Evidence to support continuum of professional growth:

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STANDARD FOUR
TIERED SYSTEMS OF SUPPORT

required

Meets or Exceeds Standard	Exploring or Emerging towards Standard
○	○

STANDARD FOUR - Evidence to support continuum of professional growth:

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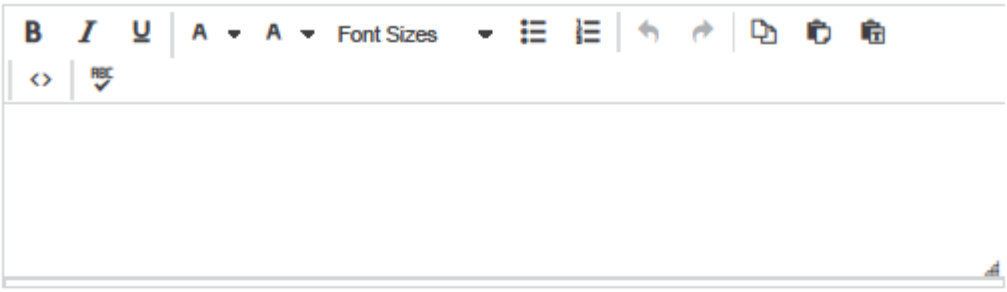
STANDARD FIVE
INDIRECT SERVICES

required

Meets or Exceeds Standard	Exploring or Emerging towards Standard
○	○

STANDARD FIVE - Evidence to support continuum of professional growth:



STANDARD SIX

CREATING & MAINTAINING SAFE, SUPPORTIVE, AND INCLUSIVE ENVIRONMENTS FOR STUDENT WELLBEING

*Elements of the the standard are reflected in other standards and can be selected as a focus on permanent counselor evaluation

Rating

Field value will be calculated upon Save Progress.

Fulfills VUSD Essentials for School Counselors (Phase 1) required

Meets Standard	Does Not Meet Standard
○	○

VUSD Professional Duties and Responsibilities

1. Attends required meetings
2. Connects and engages with students outside of the classroom setting
3. Maintains records punctually and accurately
4. Maintains materials and equipment

5. Works with colleagues cooperatively and effectively
6. Communicates effectively with students, parents and staff
7. Fulfills ASCA Ethical Standards for School Counselors
8. Applies coaching and feedback to strengthen practice

required

Meets Standard	Does Not Meet Standard
○	○

Next Steps for Professional Growth and/or Professional Duties and Responsibilities:

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Optional Recommendations Based on Rating

Please note that this area may be left blank if the Teacher is Meeting\Exceeding all selected elements.
Optional recommendations may be selected from the boxes below based on the overall rating of the Teacher.

If rating is "Emerging Towards Meeting Standards" or "Does Not Meet Standards"	☐ Intervention Plan to be Developed ☐ More support from District Team

The counselor's signature does not constitute an agreement with the Facilitator's ratings or comments, but is an acknowledgment that the document has been received. Counselors have the right to submit an additional written response for inclusion in this report.

Task: EVALUATION FORM C4 - COUNSELOR - PERMANENT

Facilitator: Complete this form and review the corresponding Continuum of Counseling Practice (found on the VUSD website – Departments – HRD - Forms) prior to October 15th

Employee ID:

[DirectReport.EmployeeID]

Counselor

[DirectReport.FullName]

School

[DirectReport.Location]

Grade(s)/Alpha Assigned required

Facilitator: Fill in the two selected standard elements selected by the counselor and the two standard elements selected by the facilitator using the **VUSD counselor continuum document** in the box below. Both the counselor and the facilitator need to initial the selection. This agreement must be in place prior to October 15th

SELECTED STANDARD ELEMENTS

Counselor Select Element 1 required

Counselor Select Element 2 required

Facilitator Select Element 3 required

Facilitator Select Element 4 required

Reviewed VUSD ASCA Essentials for School Counselors (Phase 1)

VUSD Professional Duties and Responsibilities

1.Attends required meetings
2.Connects and engages with students outside of the classroom setting
3.Maintains records punctually and accurately
4.Maintains materials and equipment
5.Works with colleagues cooperatively and effectively
6.Communicates effectively with students, parents and staff
7.Fulfills ASCA Ethical Standards for School Counselors
8. Applies coaching and feedback to strengthen practice

Task: EVALUATION FORM C5 - COUNSELOR - PERMANENT

1. There must be multiple observations prior to completing this document.
2. This document shall be completed a minimum of two times per year (once prior to November 15th and once prior to February 15th).

Employee ID:

[DirectReport.EmployeeID]

Counselor:

[DirectReport.FullName]

Facilitator:

[Evaluator.FullName]

FOCUS ELEMENTS

Insert Elements (4 Required)

Element 1

Element 2

Element 3

Element 4

VUSD ASCA Essentials for School Counselors (Phase 1)

ASCA Essential Phase 1 Reference

VUSD Professional Duties and Responsibilities

1. Attends required meetings
2. Supervises students
3. Maintains records punctually and accurately
4. Maintains materials and equipment
5. Works with colleagues cooperatively and effectively
6. Communicates effectively with students, parents and staff
7. Fulfills ASCA Ethical Standards for School Counselors
8. Applies coaching and feedback to strengthen practice

Coaching Notes (please note observation dates as applicable):

Next Steps for Professional Growth and/or for meeting Professional Duties and Responsibilities:

This form was reviewed:

Task: EVALUATION FORM C6 - COUNSELOR - PERMANENT

Facilitator: Check the box that characterizes the counselor's predominant performance in each of the standard elements and for the Visalia Unified School District Non-Instructional Duties/Professional Responsibilities listed below. For each area where you indicate that a counselor does not meet standards provide specific comments in the space provided. For counselors meeting standards use this space to provide evidence to support performance ratings.

Counselor

[DirectReport.FullName]

School

[DirectReport.Location]

Grade(s)/Alpha Assigned

ELEMENTS

Element 1 required

Element 1 Score required

Meets or Exceeds Standard	Exploring or Emerging towards Standard
○	○

Element 1 - EVIDENCE TO SUPPORT CONTINUUM OF PROFESSIONAL GROWTH

Font Sizes

Element 2

Element 2 Score required

Meets or Exceeds Standard	Exploring or Emerging towards Standard
○	○

Element 2 - EVIDENCE TO SUPPORT CONTINUUM OF PROFESSIONAL GROWTH

Font Sizes

Element 3

Element 3 Score required

Meets or Exceeds Standard	Exploring or Emerging towards Standard

Element 3 - EVIDENCE TO SUPPORT CONTINUUM OF PROFESSIONAL GROWTH

Element 4

Element 4 Score required

Meets or Exceeds Standard	Exploring or Emerging towards Standard
○	○

Element 4 - EVIDENCE TO SUPPORT CONTINUUM OF PROFESSIONAL GROWTH

Rating

Field value will be calculated upon Save Progress.

Rating Key:

Meets or Exceeds All Selected Elements = Meeting Elements is Applying or Above

Approaching Elements = Meets at Least Three Elements

Emerging Towards Meeting Elements = Meets Two or Less Elements

Does Not Meet Elements

VUSD ASCA Essentials for School Counselors (Phase 1)

Meets or Exceeds Standards	Does Not Meet Standards
○	○

VUSD Professional Duties and Responsibilities

1. Attends required meetings
2. Supervises students outside
3. Maintains records punctually and accurately
4. Maintains materials and equipment
5. Works with colleagues cooperatively and effectively
6. Communicates effectively with students, parents and staff
7. Fulfills ASCA Ethical Standards for School Counselors
8. Applies coaching and feedback to strengthen practice required

Meets or Exceeds Standards	Does Not Meet Standards
○	○

Next Steps for Professional Growth:

B I U A A Font Sizes

Optional Recommendations Based on Rating

Please note that this area may be left blank if the Counselor is Meeting\Exceeding all selected elements.
Optional recommendations may be selected from the boxes below based on the overall rating of the Counselor.

If Rating is Approaching Elements	☐ Coaching will continue on element that does not met standard (documentation not required)
If Rating is Emerging Towards Meeting Elements	☐ Coaching will continue on elements() that do not meet standard (documentation not required) ☐ Repeat cycle of Professional Growth on element(s) not meeting standards (documentation required)
If Rating is Does Not Meet Elements (Required Evaluation Next Year)	☐ Continue working on current four selected elements next year ☐ Facilitator chooses three elements and teacher selects one ☐ Return to Probationary eight elements ☐ If Does Not Meet Standards for a second evaluation cycle - Referred to Peer Assistance and Review (PAR)

The counselor's signature does not constitute an agreement with the Facilitator's ratings or comments, but is an acknowledgment that the document has been
received. Counselors have the right to submit an additional written response for inclusion in this report.

Visalia Unified School District

CERTIFICATED (SPEECH LANGUAGE PATHOLOGIST) PRELIMINARY EVALUATION FEEDBACK

Evaluation Period: September 1 – December 1

Temporary ☐ Probationary Year: 0 ☐ 1 ☐ 2 ☐ Permanent ☐

NAME: _____

SCHOOL: _____

Assignment: ☐ Librarian
☐ Speech Language Pathologist

EVALUATOR: _____DATE:_____

Checklist Key: A = Apparent/Observed N/I = Needs to Improve N/O = Not Observed

	A	N/I	N/O
1.1 Implements developed services and programs.			
1.2 Plans for and implements school-wide procedures and Board Policy.			
1.3 Maintains required records accurately and in a timely manner.			

EVIDENCE/COMMENTS:

	A	N/I	N/O
2.1 Assists other staff with identified student needs.			
2.2 Completes tasks and carries out responsibilities in a timely manner.			
2.3 Is accessible to staff, students, and parents.			
2.4 Communicates effectively with parents, students, and staff.			
2.5 Discreet in the use of confidential information.			
2.6 Works cooperatively with staff.			

EVIDENCE/COMMENTS:

	A	N/I	N/O
3.1 Maintains current knowledge related to assignment and utilizes in best interest of students.			
3.2 Demonstrates knowledge related to assigned responsibilities.			
3.3 Plans work systematically throughout the year.			
3.4 Fulfills adjunct duties and responsibilities.			
3.5 Works with colleagues to improve professional practice			
3.6 Establishes professional goals and pursues opportunities to grow professionally.			

EVIDENCE/COMMENTS:

SUMMARY:

☐ Meets and/or exceeds District expectations.

☐ Needs to Improve to meet District expectations and evaluator must complete Strategy for Assistance Form 4.

Evaluator's Signature _____ Date _____

Employee's Signature _____ Date _____

Notice: Employee has five (5) days within which to complete a response to this form prior to this form's inclusion in employee's personnel file.

Original Copy Employee
Copy 1 HRD
Copy 2 Evaluator
Copy 3 Assistant Superintendent, Instructional Services

Visalia Unified School District

CERTIFICATED (SPEECH LANGUAGE PATHOLOGIST) PRELIMINARY EVALUATION FEEDBACK

Evaluation Period: December 2 – March 1

Temporary ☐ Probationary Year: 0 ☐ 1 ☐ 2 ☐ Permanent ☐

NAME: _____

SCHOOL: _____

EVALUATOR: _____ DATE:_____

Assignment: ☐Librarian
☐ Speech Language Pathologist

Checklist Key: A = Apparent/Observed N/I = Needs to Improve N/O = Not Observed

	A	N/I	N/O
1.1 Implements developed services and programs.			
1.2 Plans for and implements school-wide procedures and Board Policy.			
1.3 Maintains required records accurately and in a timely manner.			

EVIDENCE/COMMENTS:

	A	N/I	N/O
2.1 Assists other staff with identified student needs.			
2.2 Completes tasks and carries out responsibilities in a timely manner.			
2.3 Is accessible to staff, students, and parents.			
2.4 Communicates effectively with parents, students, and staff.			
2.5 Discreet in the use of confidential information.			
2.6 Works cooperatively with staff.			

EVIDENCE/COMMENTS:

	A	N/I	N/O
3.1 Maintains current knowledge related to assignment and utilizes in best interest of students.			
3.2 Demonstrates knowledge related to assigned responsibilities.			
3.3 Plans work systematically throughout the year.			
3.4 Fulfills adjunct duties and responsibilities.			
3.5 Works with colleagues to improve professional practice.			
3.6 Establishes professional goals and pursues opportunities to grow professionally.			

EVIDENCE/COMMENTS:

SUMMARY:

☐ Meets and/or exceeds District expectations.

☐ Needs to Improve to meet District expectations and evaluator must complete Strategy for Assistance Form 4.

Evaluator's Signature_____ Date _____

Employee's Signature_____ Date _____

Notice: Employee has five (5) days within which to complete a response to this form prior to this form's inclusion in employee's personnel file.

Original Copy Employee
Copy 1 HRD
Copy 2 Evaluator
Copy 3 Assistant Superintendent, Instructional Services

Visalia Unified School District

CERTIFICATED (SPEECH LANGUAGE PATHOLOGIST) EVALUATION SUMMARY

(Not subject to PAR Program)

Name: _____ Temporary ☐ Probationary Year: 0 ☐ 1 ☐ 2 ☐ Permanent ☐

School: _____ Assignment: ☐Librarian ☐Speech Language Pathologist

Evaluator: _____Date:_____

1. ADHERENCE TO ESTABLISHED PROCEDURES	☐ Meets and/or exceeds District expectations ☐ Needs to improve to meet District expectations

1.1 Implements developed services and programs.
1.2 Plans for and implements school-wide procedures and Board Policy.
1.2 Maintains required records accurately and in a timely manner.

COMMENTS

2. FULFILLMENT OR RESPONSIBILITIES TO STUDENTS, PARENTS, AND STAFF	☐ Meets and/or exceeds District expectations ☐ Needs to improve to meet District expectations

2.1 Assists other staff with identified student needs.
2.2 Completes tasks and carries out responsibilities in a timely manner.
2.3 Is accessible to staff, students, and parents.
2.4 Communicates effectively with parents, students, and staff.
2.5 Discreet in the use of confidential information.
2.6 Works cooperatively with staff.

COMMENTS

3. DEMONSTRATED KNOWLEDGE AND SKILLS OF THE ASSIGNMENT	☐ Meets and/or exceeds District expectations ☐ Needs to improve to meet District expectations

3.1 Maintains current knowledge related to assignment and utilizes in best interest of students.
3.2 Demonstrates knowledge related responsibilities.
3.3 Plans work systematically throughout the year.
3.4 Fulfills adjunct duties and responsibilities.
3.5 Works with colleagues to improve professional practice.
3.6 Establishes professional goals and pursues opportunities to grow professionally.

COMMENTS

Observation Date(s):_____

ADJUNCT DUTIES

PLEASE CHECK ONE OF THE FOLLOWING:

☐ Meets and/or exceeds District expectations

☐ *Needs to Improve to meet District expectations and evaluator must complete Strategy for Assistance Form 4.

☐ *Unsatisfactory and evaluator must complete Strategy for Assistance Form 4.

Evaluator's Signature _____ Date _____

Principal's Signature _____ Date _____

Employee's Signature _____ Date _____

Notice: Employee has five (5) days within which to complete a response to this form prior to this form's inclusion in employee's personnel file.

***Notice: Employee not subject to referral to PAR Program.**

Original Copy--Employee Copy 1—HRD Copy 2--.Evaluator Copy 3--.Assistant Superintendent, Instructional Services

Appendix E-1

VISALIA UNIFIED SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
2026-27 - Effective July 1, 2026 with 3.25% COLA
184-Day Work Year

SALARY STEPS	CLASS A	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	69,820	71,532	71,532	71,880	74,683	77,595
2	---	71,532	71,532	74,321	77,222	80,231
3	---	71,532	73,966	76,853	79,848	82,959
4	---	71,532	76,479	79,463	82,560	85,782
5	---	73,966	79,081	82,165	85,367	88,700
6	---	76,479	81,771	84,958	88,269	91,715
7	---	79,081	84,550	87,844	91,274	94,832
8	---	---	87,422	90,836	94,376	98,057
9	---	---	90,395	93,921	97,588	101,392
10	---	---	93,470	97,114	100,900	104,839
11	---	---	---	100,421	104,335	108,403
12	---	---	---	100,421	107,881	112,089
13	---	---	---	100,421	111,546	115,900
14	---	---	---	103,833	115,337	119,842
15	---	---	---	107,365	119,260	123,915
16	---	---	---	111,013	123,315	128,128
*Longevity 22				113,013	125,315	130,128
*Longevity 26				115,013	127,315	132,128
*Longevity 30				117,013	129,315	134,128

All figures rounded to the nearest $1.00.

Class A: BA/BS Degree, Short Term Permit, Provisional Intern Permit, or Credential Waiver.

Class I BA/BS Degree, Intern Credential or designated subject credential without BA/BS Degree.

Class II: BA/BS Degree, any regular credential, with or without 30 upper division or graduate semester units taken after the BA/BS; or BA/BS Degree and designated subject credential with or without 30 units.

Class III: BA/BS Degree, regular credential or designated subjects credential, and either 45 upper division or graduate semester units taken after the BA/BS. You may also qualify with a MA Degree.

Class IV: BA/BS Degree, regular credential or designated subjects credential, and either 60 upper division or graduate semester units (15 of the 60 must be graduate level) taken after the BA/BS. You may also qualify with a MA Degree with 12 upper division or graduate semester units taken after the MA Degree (6 of the 12 must be graduate level).

Class V: BA/BS Degree, regular credential or designated subject credential, and either 75 upper division or graduate semester units including the MA Degree (but taken after the BA/BS degree). You may also qualify with a MA Degree with 24 upper division or graduate semester units taken after the MA Degree (12 of the 24 must be graduate level).

*Longevity steps (22, 26 and 30) are fixed at $2,000 for the 22nd year of service, $4,000 for the 26th year of service and $6,000 for the 30th year of total full time credited service. Only unit members in Class III, IV or V are eligible for longevity step pay. Longevity step pay is not cumulative; unit members receive either Step 22 pay, Step 26 pay or Step 30 pay but not all three. Longevity step pay is added to the unit member's step 16 salary. Longevity step pay amounts are not automatically subject to negotiated changes to the salary schedule. All units must be earned at an accredited educational institution.

Professional Development Units: The following Visalia Unified School District policy will be effective on January 1, 2018. College units for professional development (up to a maximum of 15 semester units per teacher/counselor career) accrued after January 1, 2018, will be counted towards Class increases on the salary schedule for certificated employees. Appeals for additional college level professional development units beyond the 15 unit maximum may be sent to the Assistant Superintendent of Human Resources Development. Appeals will be considered on a case by case basis. Individuals enrolled in a concurrent BA/BS and MA/MS program will need to appeal to the Assistant Superintendent of Human Resources Development.

Lower Division Units: The following Visalia Unified School District policy will be effective on June 1, 2018. Lower division units related to professional growth may be substituted for upper division units upon approval by the Assistant Superintendent of Human Resources Development. These units must be related to Board Goals, Site/Department Goals, or Professional Development Goals. A maximum of 15 lower division units may be counted towards Class increases on the salary schedule.

Appendix E-2

VISALIA UNIFIED SCHOOL DISTRICT
COUNSELOR SALARY SCHEDULE
2026-27 - Effective July 1, 2026 with 3.25% COLA
194-Day Work Year

SALARY STEPS	CLASS A	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	73,596	75,399	75,399	75,765	78,719	81,791
2	---	75,399	75,399	78,340	81,396	84,568
3	---	75,399	77,965	81,006	84,164	87,444
4	---	75,399	80,616	83,758	87,022	90,418
5	---	77,965	83,358	86,606	89,982	93,495
6	---	80,616	86,188	89,551	93,040	96,671
7	---	83,358	89,121	92,595	96,207	99,957
8	---	---	92,146	95,745	99,477	103,354
9	---	---	95,280	98,998	102,862	106,870
10	---	---	98,524	102,363	106,355	110,505
11	---	---	---	105,850	109,975	114,263
12	---	---	---	105,850	113,712	118,149
13	---	---	---	105,850	117,576	122,163
14	---	---	---	109,447	121,573	126,320
15	---	---	---	113,168	125,707	130,615
16	---	---	---	117,015	129,982	135,054
*Longevity 22				119,015	131,982	137,054
*Longevity 26				121,015	133,982	139,054
*Longevity 30				123,015	135,982	141,054

All figures rounded to the nearest $1.00.

Class A: BA/BS Degree, Short Term Permit, Provisional Intern Permit, or Credential Waiver.

Class I BA/BS Degree, Intern Credential or designated subject credential without BA/BS Degree.

Class II: BA/BS Degree, any regular credential, with or without 30 upper division or graduate semester units taken after the BA/BS; or BA/BS Degree and designated subject credential with or without 30 units.

Class III: BA/BS Degree, regular credential or designated subjects credential, and either 45 upper division or graduate semester units taken after the BA/BS. You may also qualify with a MA Degree.

Class IV: BA/BS Degree, regular credential or designated subjects credential, and either 60 upper division or graduate semester units (15 of the 60 must be graduate level) taken after the BA/BS. You may also qualify with a MA Degree with 12 upper division or graduate semester units taken after the MA Degree (6 of the 12 must be graduate level).

Class V: BA/BS Degree, regular credential or designated subject credential, and either 75 upper division or graduate semester units including the MA Degree (but taken after the BA/BS degree). You may also qualify with a MA Degree with 24 upper division or graduate semester units taken after the MA Degree (12 of the 24 must be graduate level).

*Longevity steps (22, 26 and 30) are fixed at $2,000 for the 22nd year of service, $4,000 for the 26th year of service and $6,000 for the 30th year of total full time credited service. Only unit members in Class III, IV or V are eligible for longevity step pay. Longevity step pay is not cumulative; unit members receive either Step 22 pay, Step 26 pay or Step 30 pay but not all three. Longevity step pay is added to the unit member's step 16 salary. Longevity step pay amounts are not automatically subject to negotiated changes to the salary schedule. All units must be earned at an accredited educational institution.

Professional Development Units: The following Visalia Unified School District policy will be effective on January 1, 2018. College units for professional development (up to a maximum of 15 semester units per teacher/counselor career) accrued after January 1, 2018, will be counted towards Class increases on the salary schedule for certificated employees. Appeals for additional college level professional development units beyond the 15 unit maximum may be sent to the Assistant Superintendent of Human Resources Development. Appeals will be considered on a case by case basis. Individuals enrolled in a concurrent BA/BS and MA/MS program will need to appeal to the Assistant Superintendent of Human Resources Development.

Lower Division Units: The following Visalia Unified School District policy will be effective on June 1, 2018. Lower division units related to professional growth may be substituted for upper division units upon approval by the Assistant Superintendent of Human Resources Development. These units must be related to Board Goals, Site/Department Goals, or Professional Development Goals. A maximum of 15 lower division units may be counted towards Class increases on the salary schedule.

Appendix E-3

VISALIA UNIFIED SCHOOL DISTRICT
AGRICULTURE TEACHER SALARY SCHEDULE
2026-27 - Effective July 1, 2026 with 3.25% COLA
224-Day Work Year

SALARY STEPS	CLASS A	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	84,917	87,002	87,002	87,420	90,830	94,374
2	---	87,002	87,002	90,393	93,919	97,578
3	---	87,002	89,959	93,468	97,113	100,896
4	---	87,002	93,017	96,645	100,416	104,330
5	---	89,959	96,182	99,929	103,826	107,881
6	---	93,017	99,449	103,328	107,358	111,546
7	---	96,182	102,832	106,839	111,007	115,332
8	---	---	106,326	110,474	114,782	119,256
9	---	---	109,936	114,230	118,688	123,314
10	---	---	113,681	118,111	122,716	127,505
11	---	---	---	122,132	126,894	131,841
12	---	---	---	122,132	131,204	136,326
13	---	---	---	122,132	135,662	140,959
14	---	---	---	126,282	140,276	145,753
15	---	---	---	130,579	145,046	150,709
16	---	---	---	135,016	149,979	155,831
*Longevity 22				137,016	151,979	157,831
*Longevity 26				139,016	153,979	159,831
*Longevity 30				141,016	155,979	161,831

All figures rounded to the nearest $1.00.

Class A: BA/BS Degree, Short Term Permit, Provisional Intern Permit, or Credential Waiver.

Class I BA/BS Degree, Intern Credential or designated subject credential without BA/BS Degree.

Class II: BA/BS Degree, any regular credential, with or without 30 upper division or graduate semester units taken after the BA/BS; or BA/BS Degree and designated subject credential with or without 30 units.

Class III: BA/BS Degree, regular credential or designated subjects credential, and either 45 upper division or graduate semester units taken after the BA/BS. You may also qualify with a MA Degree.

Class IV: BA/BS Degree, regular credential or designated subjects credential, and either 60 upper division or graduate semester units (15 of the 60 must be graduate level) taken after the BA/BS. You may also qualify with a MA Degree with 12 upper division or graduate semester units taken after the MA Degree (6 of the 12 must be graduate level).

Class V: BA/BS Degree, regular credential or designated subject credential, and either 75 upper division or graduate semester units including the MA Degree (but taken after the BA/BS degree). You may also qualify with a MA Degree with 24 upper division or graduate semester units taken after the MA Degree (12 of the 24 must be graduate level).

*Longevity steps (22, 26 and 30) are fixed at $2,000 for the 22nd year of service, $4,000 for the 26th year of service and $6,000 for the 30th year of total full time credited service. Only unit members in Class III, IV or V are eligible for longevity step pay. Longevity step pay is not cumulative; unit members receive either Step 22 pay, Step 26 pay or Step 30 pay but not all three. Longevity step pay is added to the unit member's step 16 salary. Longevity step pay amounts are not automatically subject to negotiated changes to the salary schedule. All units must be earned at an accredited educational institution.

Professional Development Units: The following Visalia Unified School District policy will be effective on January 1, 2018. College units for professional development (up to a maximum of 15 semester units per teacher/counselor career) accrued after January 1, 2018, will be counted towards Class increases on the salary schedule for certificated employees. Appeals for additional college level professional development units beyond the 15 unit maximum may be sent to the Assistant Superintendent of Human Resources Development. Appeals will be considered on a case by case basis. Individuals enrolled in a concurrent BA/BS and MA/MS program will need to appeal to the Assistant Superintendent of Human Resources Development.

Lower Division Units: The following Visalia Unified School District policy will be effective on June 1, 2018. Lower division units related to professional growth may be substituted for upper division units upon approval by the Assistant Superintendent of Human Resources Development. These units must be related to Board Goals, Site/Department Goals, or Professional Development Goals. A maximum of 15 lower division units may be counted towards Class increases on the salary schedule.

Appendix E-4

VISALIA UNIFIED SCHOOL DISTRICT
SPECIAL PAY
2026-27 - Effective July 1, 2026 with 3.25% COLA

Qualifications and Regulations

Special Pay for certificated staff (those who perform the work as designated below) will be based on the credential or assignment. Teachers working less than a full year or in part-time positions will be paid on a prorated basis of the Special Pay.

BASE = Class 3, Step 7 **$ 87,844**

Level I	9% of Base	$ 7,906
Level II	7.5% of Base	$ 6,588
Level III	6% of Base	$ 5,271
Level IV	4.5% of Base	$ 3,953
Level V	3% of Base	$ 2,635
Level VI	2% of Base	$ 1,757
Level VII	1.5% of Base	$ 1,318

Credential Based:

Level I	Level II	Level III	Level IV	Level V
Counselor				Bilingual with BCLAD

Special Education:

Level I	Level II	Level III	Level IV	Level V
			Specialized Learning Center	

Site Based:

Level I	Level II	Level III	Level IV	Level V
			Continuation, School for expelled students, & School for students with disabilities	Charter Home School Lead Teacher

Association (to be reimbursed to District by the Association):

Level I	Level II	Level III	Level IV	Level V
VUTA President				

Appendix E-5

VISALIA UNIFIED SCHOOL DISTRICT
EXTRA DUTY PAY
2026-27 - Effective July 1, 2026 with 3.25% COLA

Qualifications and Regulations

Extra Duty Pay for-certificated staff (those who perform the work as designated below) will be based on the responsibility of the position, training required, and length of the season. Certificated staff working in part time positions will be paid on a prorated basis of the full time Extra Duty Pay. Extra duty pay is for work performed above and beyond normal duties and includes evening and weekend duties.

BASE = Class 3, Step 7 **$ 87,844**

Level I	9% of Base	$ 7,906
Level II	7.5% of Base	$ 6,588
Level III	6% of Base	$ 5,271
Level IV	4.5% of Base	$ 3,953
Level V	3% of Base	$ 2,635
Level VI	2% of Base	$ 1,757
Level VII	1.5% of Base	$ 1,318

Alternative Education:

Level I	Level II	Level III	Level IV	Level V
			Curriculum Lead (without prep period)	
			Yearbook	
			Newspaper	
			Activity Director (includes Student Council)	
			Competition Teams (FFA)	
			Alt School Athletic Coach	
			Athletic Director	

Special Education:

Level I	Level II	Level III	Level IV	Level V
	Special Education			

Comprehensive High School:

Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
High School Band Director	High School Drama Director	High School Assistant Band Director	AVID Coordinator (Site)	High School Department Chair without prep period	High School Department Chair with prep period	High School Dual Enrollment (per course, per semester)
High School Activity Director	Head Varsity Coach (exluding football), Varsity Football Defensive Coordinator & Varsity Football Offensive Coordinator	High School Choir	High School Competition Teams	National Honor Society (NHS), California Scholarship Federation (CSF)		
Head Varsity Football Coach		High School Orchestra	High School Color Guard	Link Crew		
		High School Assistant Drama Director	High School Assistant Orchestra			
		High School Dance				
		High School Yearbook				
		High School Journalism				
		High School Cheer & Pep Squad				
		All other Coaches (Assistant Varsity, all JV, and all Frosh Coaches)				

Middle School / Elementary

Middle School:

Level II	Level III	Level IV	Level V	Level VI	Level VII
		AVID Coordinator (Site)	Middle School Department Chair without prep period		Middle School California Scholarship Federation
		Middle School Band	Middle School Choir		Middle School Before School Yard Duty
		Middle School Activity Director	Middle School Orchestra	Middle School Assistant Orchestra	
			Middle School Drama		
			Middle School Yearbook		
			Competition Teams		
			Middle School Athletic Coach		
			Middle School Dance (If both MS and HS receive HS)		
			Middle School Assistant School Band		
			Middle School Athletic Director (w/prep) paid each of 3 sports seasons		

Elementary:

Level II	Level III	Level IV	Level V	Level VI	Level VII
		Combination Class (2026-27 and 2027-28)	Competition Teams (A Level) - Odyssey of the Mind, Science Olympiad, History Day, Robotics, & Cyberquest	Competition Teams (B Level) - Spelling Bee, Battle of the Books, Peach Blossom, etc.	Science Camp
			Elementary Student Council	Athletic Coach - Grades 7-8 at K-8 school - Girls Volleyball, Boys Football, Soccer, Basketball, Girls Softball, Boys Baseball, Track	
				Coach - Track 3-6	
				District-wide Elemenary Track Coordinator	

Appendix E-6
Substituting During a Planning Period
Extra Day Contracted Rate (VCIS and Charter Home School)
Noninstructional Rate (VCIS and Charter Home School)

Substituting During a Planning Period
Teachers who substitute for another teacher during their planning period shall have the choice of accruing compensation time or receiving payment, calculated at the teacher's hourly rate (except for VCIS and Charter Home School, which shall be calculated at the Charter ECR).

Teachers shall accrue compensation at the rate of one unit per period. Accrued compensation time shall be taken in full-day increments only. Compensation time cannot be taken before or after vacation or holidays, in place of staff development days, or for track on or track off days. Compensation time must be taken when on full day has been accrued.

High School – 6 units equal one day of compensation time
Middle School – 7 units equal one day of compensation time
Elementary School – 6 units equal one day of compensation time

Extra Day Contracted Rate (Charter ECR) – VCIS and Charter Home School. For VCIS and Charter Home School, the hourly rate for the Charter ECR shall be calculated at Step 2, Class III for the Teacher Salary Schedule and shall be paid for the following activities:

26-27 Rate: $57.70/Hr

a. PLCs
b. Time with Students
c. Curriculum Development
d. Attendance at and Preparation for IEPs
e. Mandatory Professional Development

VCIS and Charter Home School Noninstructional Rate. The non-instructional rate (currently, the "Special Hourly Rate") for VCIS and Charter Home School shall be computed at **$39.64**, which will be subject to adjustment each year based upon the negotiated percentage adjustment to the teacher's salary schedule. (For example, if the parties negotiate a 2% increase to the salary schedule, the non-instructional rate would also increase by 2%.) The non-instructional rate shall be paid for the following activities:

26-27 Rate: $39.64/Hr

f. Mandatory Non-Instructional Trainings, such as Kennan trainings
g. Staff Meetings
h. Convocation
i. Non-mandatory Professional Development
j. WASC Accreditation Activities

Appendix E-7

VISALIA UNIFIED SCHOOL DISTRICT
SPEECH LANGUAGE PATHOLOGIST SALARY SCHEDULE
2026-27 - Effective July 1, 2026 with 3.25% COLA
184-Day Work Year

STEP ADVANCEMENT

CLASS A (Waiver without a credential)	$69,820	
CLASS B (Waiver with an out-of-state credential)	$81,771	
Step 1	$84,550	
Step 2	$96,877	
Step 3	$109,204	
Step 4	$121,529	
Step 5	$133,856	

Note 1 Advancement from Class A or Class B will be to Step 1 regardless of years of service
Note 2 Steps 1-5 require a valid California Credential with authorization for Speech Language Pathology
Note 3 $1,500 per year for valid California State Licensure (in addition to the base salary)
Note 4 $1500 per year for valid ASHA Certificate of Clinical Competence (in addition to the base salary)

Appendix E-8

VISALIA ADULT SCHOOL
ANNUAL TEACHER SALARY SCHEDULE
2026-27 - Effective July 1, 2026 with 3.25% COLA
184-Day Work Year

STEP		CLASS A		CLASS B		* CLASS C
1		66,682		70,533		74,382
2 **		70,533		74,382		78,259
3 ***		74,382		78,231		82,079
4		78,231		82,079		85,927
5		82,079		85,927		89,777
#Longevity 11		83,579		87,427		91,277
#Longevity 15		85,079		88,927		92,777

$450 Stipend for MA Degree (full time teachers only)

Class A Emergency Permit

Class B All part time (less than 35 hours per week) with regular credential.
Full time (35 hours per week) and regular credential with no BA/BS Degree.

Class C Full time (35 hours per week) and regular credential with BA/BS Degree.

Full time teachers work 35 or more hours per week, and are assigned 32 hours of instruction or more per week.

The work year for full time adult school teachers shall be **184** or more days. # Longevity steps (11 and 15) are fixed at $1,500 for the 11th year of service and $3,000 for the 15th year of total full time credited service and will only be paid to full time bargaining unit members. Longevity steps are not cumulative; unit members receive Step 11 or Step 15, not both. Longevity pay is added to full time unit member's step 5 salary and is not automatically subject to negotiated changes to the salary schedule.

*Teachers in part time assignments (less than 35 hours per week) will be ineligible for Class C placement.

Part time defined:
1. Assignments for less than 35 hours per week.
2. Additional assignments beyond a full time assignment (i.e. regularly contracted District employees who teach night classes at VAS, or full time VAS teachers who also teach night classes.

**Maximum credit allowed for prior paid teaching experience.

***New employees can only advance to Step 3 in Class A.

Appendix E-9

VISALIA ADULT SCHOOL
HOURLY TEACHER SALARY SCHEDULE
2026-27 - Effective July 1, 2026 with 3.25% COLA
184-Day Work Year

STEP		CLASS A		CLASS B		*CLASS C
1		$51.49		$54.45		$57.45
2 **		$54.45		$57.45		$60.43
3 ***		$57.45		$60.41		$63.40
4		$60.41		$63.40		$66.35
5		$63.40		$66.35		$69.32

$450 Stipend for MA Degree (full time teachers only)

Adult School Counselor	$77.88	

Class A Emergency Permit

Class B All part time (less than 35 hours per week) with regular credential.
Full time (35 hours per week) and regular credential with no BA/BS Degree.

Class C Full time (35 hours per week) and regular credential with BA/BS Degree.

Full time teachers work 35 or more hours per week.

*Teachers in part time assignments (less than 35 hours per week) will be ineligible for Class C placement.

Part time defined:
1. Assignments for less that 35 hours per week.
2. Additional assignments beyond a full time assignment (i.e. regularly contracted District employees who teach night classes at VAS, or full time VAS teachers who also teach night classes.

**Maximum credit allowed for prior paid teaching experience.

***New employees can only advance to Step 3 in Class A.

Appendix E-10

VISALIA ADULT SCHOOL
ANNUAL COUNSELOR SALARY SCHEDULE
2026-27 - Effective July 1, 2026 with 3.25% COLA
194-Day Work Year

Adult School Counselor	110,561
#Longevity 11	**112,061**
#Longevity 15	**113,561**

The work year for full time adult school Counselor shall be **194** or more days. # Longevity steps (11 and 15) are fixed at $1,500 for the 11th year of service and $3,000 for the 15th year of total full time credited service and will only be paid to full time bargaining unit members. Longevity steps are not cumulative; unit members receive Step 11 or Step 15, not both. Longevity pay is added to full time unit member's salary and is not automatically subject to negotiated changes to the salary schedule.

Appendix E-11

VISALIA ADULT SCHOOL
ANNUAL LVN TEACHER SALARY SCHEDULE
2026-27 - Effective July 1, 2026 with 3.25% COLA
184-Day Work Year

STEP		CLASS A		CLASS B		* CLASS C
1		76,208		80,610		85,009
2 **		80,610		85,009		89,438
3 ***		85,009		89,408		93,805
4		89,408		93,805		98,202
5		93,805		98,202		102,603
#Longevity 11		95,305		99,702		104,103
#Longevity 15		96,805		101,202		105,603

$450 Stipend for MA Degree (full time teachers only)

Class A Emergency Permit

Class B All part time (less than 40 hours per week) with regular credential.
Full time (40 hours per week) and regular credential with no BA/BS Degree.

Class C Full time (40 hours per week) and regular credential with BA/BS Degree.

Full time teachers work 40 or more hours per week, and are assigned 35 hours of instruction or more per week.

The work year for full time adult school teachers shall be **184** or more days. # Longevity steps (11 and 15) are fixed at $1,500 for the 11th year of service and $3,000 for the 15th year of total full time credited service and will only be paid to full time bargaining unit members. Longevity steps are not cumulative; unit members receive Step 11 or Step 15, not both. Longevity pay is added to full time unit member's step 5 salary and is not automatically subject to negotiated changes to the salary schedule.

LVN Teachers work an 8 hour work day.

*Teachers in part time assignments (less than 40 hours per week) will be ineligible for Class C placement.

Part time defined:

1. Assignments for less than 40 hours per week.
2. Additional assignments beyond a full time assignment (i.e. regularly contracted District employees who teach night classes at VAS, or full time VAS teachers who also teach night classes.

**Maximum credit allowed for prior paid teaching experience.

***New employees can only advance to Step 3 in Class A.

VISALIA UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE JOB DESCRIPTION

Secondary School Department Head

Under direct supervision of the school Principal or designee, performs assigned teaching duties and assumes responsibility for planning, directing and coordinating departmental activities, including individual counseling to ensure quality performance of each assigned staff member.

Typical Duties and Responsibilities

1. Teaches classes and performs adjunct duties as assigned.
2. Organizes and implements the subject area programs of the department.
3. Reviews and recommends revisions of courses of study as necessary.
4. Develops with staff the immediate and long range goals and objectives for the department.
5. Conducts regular meetings of the departmental staff members to plan for improvement of instruction and reports the recommendations to the immediate supervisor.
6. Ensures reasonable security, maintenance and storage of furnishings, equipment, textbooks and other departmental materials.
7. Coordinates the staff development of course content with competency testing programs.
8. Assists staff in the appraisal and assessment of each student's abilities, strengths and weaknesses for use in parental conferences.
9. Assists with the articulation of activities to ensure effective student progress from one level to another level within the department.
10. Provides assistance for substitute teachers assigned to the department.
11. Recommends materials for purchase by the library and assists with the selection of audio-visual equipment.
12. Consults with departmental staff members regarding individual assignments.
13. Provides staff members with information about District, school and departmental procedures related to curriculum, testing, grading and other activities.
14. Assists with the compilation of reports, development of class schedules, selection of teachers and processing of forms for departmental business.
15. Prepares annual budget estimates and maintains careful control of all departmental expenditures for supplies and equipment.
16. Conducts regular observation and confidential follow-up conferences to assist each departmental staff member with identifying the lesson objectives, establishing the appropriate set, monitoring evidence of student learning, reinforcing the appropriate response and establishing an effective closure.
17. Encourages participation in necessary inservice training activities and provides individual counseling to ensure instructional improvement and professional growth of departmental staff members.
18. Attends scheduled meetings of the Joint Curriculum Committee, Articulation Committees, Joint Departmental and Department Head and other assigned committees.
19. Performs other related duties as assigned.

Approved: October 19, 1974 Revised: July 2, 1981

VISALIA UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE JOB DESCRIPTION

Secondary School Department Head (Without Planning Period)

Under direct supervision of the school Principal or designee, performs assigned teaching duties and assumes responsibility for planning, directing and coordinating departmental activities, including individual counseling to ensure quality performance of each assigned staff member.

Typical Duties and Responsibilities

1. Teaches classes and performs adjunct duties as assigned.
2. Organizes and implements the subject area programs of the department.
3. Reviews and recommends revisions of courses of study as necessary.
4. Conducts regular meetings of the departmental staff members to plan for improvement of instruction and reports the recommendations to the immediate supervisor.
5. Ensures reasonable security, maintenance and storage of furnishings, equipment, textbooks and other departmental materials.
6. Provides assistance for substitute teachers assigned to the department.
7. Recommends materials for purchase by the library and assists with the selection of audio-visual equipment.
8. Consults with departmental staff members regarding individual assignments.
9. Provides staff members with information about District, school and departmental procedures related to curriculum, testing, grading, and other activities.
10. Assists with the compilation of reports, development of class schedules, selection of teachers and processing of forms for departmental business.
11. Prepares annual budget estimates and maintains careful control of all departmental expenditures for supplies and equipment.
12. Attends scheduled meetings of the Joint Curriculum committee, Articulation Committees, Joint Departmental and Department Head and other assigned committees.
13. Performs other related duties as assigned.

Approved: October 19, 1974
Revised: October 13, 1981

Secondary School Department Head	Appendices F-1 and F-2
The District shall announce any changes in its selection of department heads for each succeeding school year on or before April 15. Department head assignments will run from July 1 to June 30 of each year. The number of work days for department heads will be consistent with Appendix C-2. Outgoing department heads will work cooperatively with incoming department heads to assist with a smooth transition.	

2026-27 School Calendar
Revised June 9, 2026
Board Approved June 9, 2026

2026

July (0)					August (13)					September (21)				
Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri
		1	2	3 H	3	4	5	6	7		1	2	3	4
6	7	8	9	10 D	10 X	11 X	12 T	13	14	7 H	8	9	10	11
13	14	15	16 SE	17 D	17	18	19	20	21	14 M	15	16	17	18
20	21	22	23	24 D	24	25	26	27	28	21	22	23	24	25
27	28	29	30	31 D	31					28	29	30		

October (20)					November (15)					December (14)				
Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri
			1	2	2	3	4	5	6		1	2	3	4
5	6	7	8	9	9	10	11 H	12 C	13 C	7	8	9	10	11
12 L	13 L	14	15	16	M 7-12 16 C	17 C	18 C	19 C	20 C	14	15	16▲	17▲	18▲
19 M	20	21	22	23	23 L	24 L	25 H	26 H	27 H	21 L	22 L	23 L	24 H	25 H
26	27	28	29	30	30					28 L	29 L	30 L	31 L	

2027

January (14)					February (19)					March (18)				
Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri
				1 H	1	2	3	4	5	1	2	3	4	5
4 L	5 L	6 L	7 L	8 L	8	9	10	11	12	8	9	10 C	11 C	12 C
11	12	13	14	15	15 H	16	17	18	19	15 M	16	17	18	19
18 H	19	20	21	22	22	23	24	25	26	22 L	23 L	24 L	25 L	26 H
25 M	26	27	28	29						29	30	31		

April (22)					May (20)					June (4)				
Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri
			1	2	M 7-12 3	4	5	6	7		1	2 ▲	3 ▲	4 ▲■
5	6	7	8	9	10	11	12	13	14	7 T	8 S	9	10	11 D
12	13	14	15	16	17	18	19	20	21	14	15	16	17	18 H
19	20	21	22	23	24	25	26	27	28	21	22	23	24	25 D
26	27	28	29	30	31 H					28	29	30		

	School Not in Session
C	Conference Day - Minimum Day Schedule for K-6 Only
X	Staff Development Day
S	2027 Summer School Begins (High School)
	School in Session Student Attendance Day
T	Teacher Work Day
SE	2026 High School Summer School Ends
L	Local Student Non-Attendance Day
■	Minimum Day for K-12 Students
H	Holiday
▲	Middle School/High School Finals
M	Minimum Day District Staff Development
D	District Office Closed

Visalia Unified Teachers Association/CTA/NEA

GRIEVANCE FORM

_____ _____
Grievant Name(s): School/Work Location/Phone Number

_____ _____ _____
VUTA Representative Representatives Work Number Date Cause of Grievance Occurred
(This form must be filed within 20 days of date of cause)

Statement of grievance including specific provisions of the Agreement being grieved: _____

_____

_____

Remedy Sought: _____

_____

Date: _____ Signature of Grievant: _____

LEVEL I

_____ _____
Date Received by Immediate Supervisor Immediate Supervisor's Signature

Date of Grievance Conference: _____

Immediate Supervisor's Response (see attached)

Date Received: _____ Grievant's Signature: _____
(Level II grievance must be filed within 15 days of this date)

LEVEL II _____ _____
Date Received by Superintendent or Designee Superintendent's/Designee's Signature

Reason for appeal (see attached)

Date of Grievance Conference: _____

Superintendent's/Designee's Response (see attached)

Date Received: _____ Grievant's Signature: _____
(Level III grievance must be filed within 15 days of this date)

LEVEL III

☐ Mediation waived Date: _____ Signature: _____(VUTA)

_____(VUSD)

Date of Request for Mediation: _____ Date of Mediation: _____

☐ Grievance Resolved (see attached) ☐ Grievance Unresolved

Date: _____ Mediator's Name: _____
(Level IV grievance must be filed within 15 days of this date)

LEVEL IV

Date of Request for Arbitration: _____ Date of Submission to Arbitrator: _____

Arbitration Dates: _____ Arbitrator's Name: _____

Arbitrator's Decision (see attached) Date Decision Received: _____

Website Resources
www.vusd.org
Human Resources Development

- All active Memorandum of Understanding (MOU's)
- Salary Schedule Advancement
  (Pre-Approval Process for Units/Coursework)

END